Stockton Services
247 Landing Road
Hampton, NH 03842
603 929-7404

Ginny Smith
809 Ocean Blvd
Hampton, NH 03842

Statement 05/10/2022

Locus: 809 Ocean Boulevard

Previous billing 12/10/21
Driveway permit plan and application
Shoreland PBN plan and application
41:14a request plan and submittal . . . . . .$ 2000.00
Payment received . . . . . .$ 2000.00
Previous balance . . . . . $ 00.00

Current billing
Condominium site and floor plans,
Planning Board application and submittal . . $ 1000.00
Town application fee and printing expense. .$ 490.00
Total billing to date: . . . . .$ 1490.00

Payment received (chk #2071) . . . . .$ 1000.00

Balance outstanding . . . . . $ 490.00
(to be applied to next billing)

Thank you.

Tocky

Stockton Services
247 Landing Road
Hampton, NH 03842
603 929-7404

Ginny Smith
809 Ocean Blvd
Hampton, NH 03842

Final statement 07/22//2022

Locus: 809 Ocean Boulevard

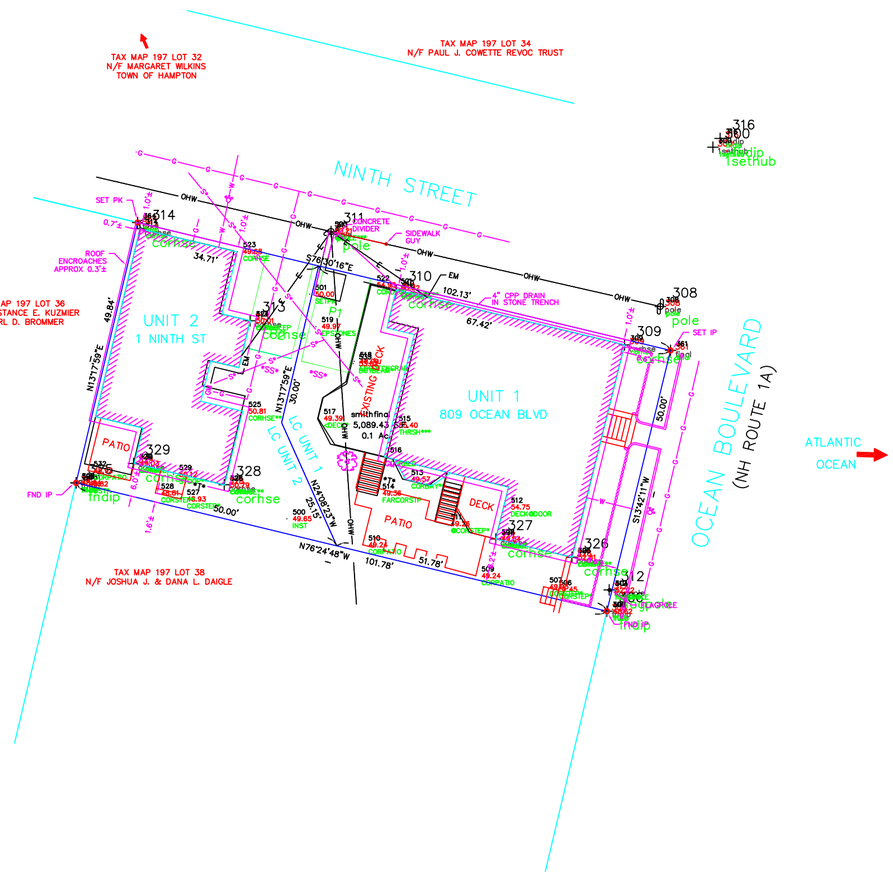
Completed:
Planning Board appearance and presentation,
Site and floor plan revisions per conditions of approval,
Review declarations and comment,
Review building concepts and comment,
Coordinate parking space construction requirements with Unitil.
General oversight of project progress throughout.

Not yet completed but included in this invoice:
Prepare final recordable mylar when declarations are finalized,
Obtain pre-approval from Registry of Deeds recording staff,
Deliver mylar and required prints to Planning Office.

Final amount invoiced, barring unforseen obstacles $1500.00
Balance outstanding from 05/10/22 invoice . . . . . $ 490.00
Total $1990.00

Balance due $1990.00

Thank you.
Tocky


TAX MAP 197 LOT 32
N/F MARGARET WILKINS
TOWN OF HAMPTON
TAX MAP 197 LOT 34
N/F PAUL J. COWETTE REVOC TRUST
NINTH STREET
SET PK
0.7'±
ROOF ENCROACHES APPROX 0.3'±
CONCRETE DIVIDER
SIDEWALK GUY
4" CPP DRAIN IN STONE TRENCH
SET IP
pole
UNIT 2
1 NINTH ST
UNIT 1
809 OCEAN BLVD
EXISTING DECK
PATIO
DECK
FARCORSTP
DECKDOOR
FND IP
TAX MAP 197 LOT 36
N/F CONSTANCE E. KUZMIER
& KARL D. BROMMER
TAX MAP 197 LOT 38
N/F JOSHUA J. & DANA L. DAIGLE
OCEAN BOULEVARD
(NH ROUTE 1A)
ATLANTIC
OCEAN
N13°17'59"E
N76°24'48"W
S78°10'16"E
S13°42'11"W
49.84'
30.00'
80.00'
101.78'
51.78'
102.13'
67.42'
34.71'
50.00'
25.55'
5,089.43 SF
0.1 AC.
smithfind
cornse
cornse**
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cornse*

Command= 210-
Point#, Start#-End# or G#= 1-767

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
----------02-27-2025-----15:22:28----------D:...\BMHOME22							
				1	5000.0000	5000.0000	
				2	5010.9155	4950.8987	TRA
				3	5012.7948	4942.4450	TRA
				4	5024.0575	4891.7818	TRA
				5	5122.0003	4911.9608	TRA
				6	5108.5198	4972.6005	TRA
				7	5106.3541	4982.3427	SS
				8	5097.6043	5021.7018	TRA
				9	5065.0834	4954.0917	TRA
				10	5061.0352	4972.2663	TRA
				11	5086.7540	5070.5103	TRA
				12	5065.3006	5167.0145	TRA
				13	4967.4273	5146.5008	TRA
				14	4989.1496	5048.8085	TRA
				15	5080.9212	5170.2885	TRA
				16	5162.6163	5190.0044	TRA
				17	5219.9410	4932.1394	INT
				18	5114.0075	5178.2921	TRA
				19	5200.5312	5199.1401	TRA
				20	5394.9667	5245.9894	TRA
				21	5433.8537	5255.3593	TRA
				22	5458.2044	4981.2284	INT
				23	5258.1374	4940.0089	INT
				24	5497.4007	4989.3040	INT
				25	5546.3917	4999.3975	TRA
				26	5457.5498	5156.1499	TRA
				27	5480.7811	5058.8858	TRA
				28	5529.4064	5070.5298	TRA
				29	5546.3960	4999.3984	INT
				30	5482.4626	5267.0716	TRA
				31	5506.1749	5167.7939	INT
				32	5441.9262	5049.3814	TRA
				33	5430.3105	5098.0134	TRA
				34	5333.0127	5074.9235	TRA
				35	5344.6284	5026.2915	TRA
				36	5393.2773	5037.8364	TRA
				37	5409.2091	4971.1340	INT
				38	5418.6948	5146.6455	TRA
				39	5370.0459	5135.1005	TRA
				40	5346.3578	5234.2771	INT
	9.39		1capj&b	50	5106.3541	4982.3427	TRA
	9.76		2setspk	51	4995.4631	4984.3980	TRA
			fndip	52	5065.4105	5166.7214	SS
			fndip	53	5097.6485	5021.7219	SS
			fndip	54	5108.1231	4972.7952	SS
			fndip	55	5122.0681	4911.9657	SS

JOB #6 883SMITH [767]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
02-27-2025				15:22:28		D:...\BMHOME22	
			fndipin	56	5065.1449	4954.1504	SS
			fndipin	57	5061.0623	4972.3086	SS
			fndip	58	5000.0265	4999.9772	SS
			corshed	59	5081.0821	4999.7907	SS
			corshed	60	5089.1434	5001.6036	SS
			corshed	61	5087.4474	5009.2186	SS
			corhse	62	5045.5553	4981.9662	SS
			cordeck	63	5057.3319	4984.5087	SS
			cordeck	64	5059.8532	4972.7499	SS
			corhse	65	5058.9430	4968.5380	SS
			corhse	66	5061.6418	4956.1686	SS
			corwll	67	4967.9202	5145.3788	SS
			fndip	68	4991.1122	5049.1721	SS
			fndip	69	5000.0354	4999.9603	SS
			fndipin	70	5012.9565	4942.5145	SS
			fndip	71	5010.9452	4950.8920	SS
			fndip	72	5024.4689	4891.3544	SS
			corhse	73	5023.4249	4949.4083	SS
			stoop**	74	5019.6343	4961.5511	SS
			corhse	75	5017.9799	4974.3182	SS
				76	4996.3143	4996.2085	SS
		8.48	tp	77	5019.4032	4890.3677	SS
		8.92	scstbm23	78	4991.9798	4879.4682	SS
		9.21	@corhse	79	5023.2010	4949.4859	SS
		10.06	stoop**	80	5020.5661	4961.6983	SS
		9.50	@corhse	81	5017.7418	4974.3013	SS
		9.58	gnd	82	5012.4495	4999.6467	SS
		12.94	bottrm**	83	5011.0651	5004.8044	SS
		9.60	gnd	84	5002.6808	4958.4955	SS
		9.93	clrd	85	4988.5956	4957.0225	SS
		9.41	gnd	86	5005.9670	4944.5568	SS
		8.98	gnd	87	5038.0994	4949.9639	SS
		11.53	bottrm**	88	5034.1835	4907.6229	SS
		10.80	deck**	89	5045.4811	4982.6082	SS
		9.40	gnd	90	5050.9212	5008.1745	SS
		9.97	gnd	91	5064.0777	5010.8866	SS
		9.81	gnd	92	5098.0406	5020.2126	SS
		9.17	gnd	93	5079.8287	4998.5843	SS
		8.99	gnd	94	5086.0427	4982.0491	SS
		7.65	setpk	95	5032.4381	4956.2687	SS
		7.61	setpk	96	5028.0359	4973.7330	SS
		7.60	setpk	97	5023.0386	4996.2001	SS
		7.60	setpk	98	5074.8953	4984.1376	SS
			corfnd	101	5023.0479	4996.1814	
			corfnd	102	5028.0399	4973.7297	
			corfnd	103	5069.9037	5006.5995	
			corfnd	104	5074.8957	4984.1478	
			corfnd	105	5048.0512	4978.1791	
			corfnd	106	5051.9580	4960.6082	
			corfnd	107	5032.4348	4956.2673	
			corfnd	108	5028.5280	4973.8382	
				109	5006.9106	4969.0296	INT
				150	5021.1482	5004.7022	INT
				151	5001.8899	4991.4986	INT
				152	5001.9121	4991.5006	INT
				153	5006.8846	4969.0310	INT
				154	5034.4431	4947.2669	INT
				155	5034.4369	4947.3037	INT

JOB #6 883SMITH [767]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
02-27-2025				15:22:28		D:...\BMHOME22	
				156	5076.7575	4975.7620	INT
				157	5076.7461	4975.7832	INT
				160	5104.4924	4990.7172	INT
				161	5104.5100	4990.6845	INT
			SETPK	200	4989.6109	5037.7241	
			SETSPK	201	4934.6332	5138.0932	TRA
			IPINERNI	202	5086.8262	5070.4946	SS
			IPCRMPD	203	5135.8182	5082.0198	SS
			FNDIP	204	5184.4106	5092.1874	SS
			FNDIP*	205	4991.0722	5049.2115	SS
			FNDIPIN	206	5012.9565	4942.5145	SS
			<IRON	207	4971.6611	4942.0330	SS
			FNDIP*	208	4962.0828	4991.5003	SS
			FNDIP*	209	4902.4655	5029.5277	SS
			IPINPSA	210	4853.5148	5018.5512	SS
			FNDIP*	211	4929.5022	5138.4875	SS
			CORHSE	212	4924.4359	5125.2046	SS
			CORHSE	213	4935.2077	5078.1017	SS
			POLE	214	4947.2604	5084.4061	SS
			ANCHOR	215	4944.9954	5093.9796	SS
			POLE	216	4935.6202	5130.7402	SS
			POLE	217	4948.8213	5071.8773	SS
			CORDECK	218	4932.5740	5067.2584	SS
			CORDECK	219	4931.0901	5062.5269	SS
			CORDECK	220	4934.3545	5048.3028	SS
			CORDECK	221	4912.2698	5043.2743	SS
			CORHSE	222	4909.3858	5072.2270	SS
			CORHSE	223	4935.1879	5078.1358	SS
			CORHSE	224	4924.4207	5125.1590	SS
			CORSTPS	225	4911.9297	5131.4341	SS
			CORSTPS	226	4907.5436	5130.4768	SS
			CORHSE	227	4898.5540	5119.4529	SS
			CORDECK	228	4891.5345	5117.3517	SS
			FNDRRSPK	229	4880.3371	5128.1449	SS
			FNDIP&SP	230	4831.5744	5117.9968	SS
			FNDIP	231	5065.3958	5166.6293	SS
			CORWLL	232	5016.0099	5156.3526	SS
			CORWLL	233	4967.8839	5145.4280	SS
			CALCOR	250	5065.3162	5166.9862	TRA
			CALCOR	251	4929.4648	5138.4796	TRA
			252	252	4880.5247	5128.2393	TRA
			253	253	4951.2177	5040.3416	TRA
			254	254	4951.2784	5040.3550	TRA
				260	4880.5282	5128.2228	TRA
				261	4902.4720	5029.5125	TRA
			1sethub	300	5432.5865	5253.7936	
			2sethub	301	5449.6313	5049.9349	TRA
			3sethub	302	5361.6383	5040.9555	TRA
			4sethub	303	5352.0599	4919.0914	TRA
			fndrrspk	304	4880.2899	5128.1853	SS
			fndpk	305	4936.7868	5140.5413	SS
			fndip	306	5346.1366	5234.0310	SS
			fndpknew	307	5482.6455	5266.4736	SS
			pole	308	5402.9070	5243.9795	SS
			corhse	309	5395.7533	5237.3182	SS
			corhse	310	5406.0006	5194.7972	SS
			pole	311	5416.8714	5182.6281	SS
			flagpole	312	5350.0860	5234.4407	SS

JOB #6 883SMITH [767]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
02-27-2025			15:22:28			D:...\BMHOME22	
			corhse	313	5400.2728	5167.5377	SS
			corhse	314	5417.3974	5147.0286	SS
			fndip	315	5440.5478	5050.9397	SS
			fndip	316	5434.2325	5255.1179	SS
			@cedar	317	5429.6428	5096.2235	SS
			pole	318	5436.6769	5097.0359	SS
			fddhsb	319	5480.7280	5058.9246	SS
			fndip	320	5529.3417	5070.6179	SS
			fndip	321	5458.2364	4981.1914	SS
			fndip**	322	5393.3861	5037.8428	SS
			fndip	323	5344.6932	5026.2749	SS
			topfnc**	324	5333.0768	5073.8582	SS
			fndip	325	5370.0342	5135.1119	SS
			corhse	326	5356.1858	5227.5359	SS
			corhse	327	5359.5942	5213.3234	SS
			corhse	328	5369.6795	5162.7003	SS
			corhse	329	5373.6742	5145.8070	SS
			fndip	330	4985.9854	4883.9212	SS
			fndip	331	5122.0003	4911.9608	SS
			fndip	332	5409.4719	4971.0309	SS
			fndip	333	5458.2414	4981.2155	SS
			fndip	334	5546.0387	4999.2539	SS
			ip	335	5393.3463	5037.8467	TRA
			calcor	350	5394.8267	5245.8785	INT
			calcor	351	5441.9718	5049.3235	TRA
			calcor	352	5430.3097	5097.9444	TRA
			calcor	353	5418.6755	5146.5895	TRA
			calcor	354	5321.3788	5123.4949	INT
			calcor	355	5370.0271	5135.0422	TRA
			calcor	356	5346.2161	5234.1732	TRA
			calcor	357	5409.3228	4971.0986	TRA
			calcor	358	5441.9131	5049.5844	TRA
			calcor	359	5333.0753	5074.8823	TRA
			calcor	360	5393.3249	5037.7854	TRA
			final	361	5394.7134	5245.8755	INT
			final	362	5441.8843	5049.3266	TRA
			final	363	5430.2158	5097.9461	TRA
			final	364	5418.5474	5146.5655	TRA
			final	365	5332.9153	5074.8679	INT
				370	5430.7340	5096.6648	INT
				400	5628.2892	5302.2086	TRA
				401	5693.3818	5029.6817	INT
				402	5666.2041	5311.3442	TRA
				403	5731.5982	5037.5553	INT
				404	5860.6395	5358.1936	TRA
				405	5860.9215	5358.2615	TRA
				406	5901.1049	5369.4431	INT
				407	6093.7843	5423.0590	TRA
				408	6166.5034	5159.6525	TRA
				409	6082.1786	5134.7677	TRA
				410	5784.8534	5048.5274	INT
				411	5784.8693	5048.5307	TRA
				412	5970.8005	5102.4615	INT
				413	5930.4534	5090.7587	INT
		49.65	INST	500	5363.3526	5174.3978	TRA
		50.00	SETPK	501	5405.1914	5178.6073	TRA
		48.84	FNDIP	502	5370.0342	5135.1119	SS
		48.62	TOP	503	5346.1057	5234.1589	SS

JOB #6 883SMITH [767]

Bearing	Distance	Elev	Descrip	Pnt.	Northing	Easting	Type
02-27-2025		15:22:28				D:...\BMHOME22	
		52.22	FLAGPOLE	504	5350.0700	5234.5282	SS
		52.81	CORHSE**	505	5356.1814	5227.5966	SS
		51.45	CORSTEP*	506	5350.1860	5224.0725	SS
		49.93	CORSTEP*	507	5350.6807	5222.2483	SS
		49.54	CORHSE	508	5359.5865	5213.3461	SS
		49.24	CORPATIO	509	5352.7205	5209.5867	SS
		49.24	CORPATIO	510	5358.4951	5188.5155	SS
		49.26	@CORSTEP	511	5362.4380	5203.8736	SS
		54.75	DECK@DOO	512	5365.5434	5215.0789	SS
		49.57	CORBAY**	513	5370.7134	5196.5046	SS
		49.36	FARCORST	514	5368.1198	5191.1216	SS
		55.40	THRSH***	515	5380.7816	5194.1735	SS
			CORBLD	516	5374.9127	5192.5374	SS
		49.39	<DECK*	517	5382.0750	5180.1971	SS
		48.09	EDGDECKG	518	5392.6748	5186.9095	SS
		49.97	EPSTONES	519	5399.1989	5179.7929	SS
		50.21	@POLE***	520	5416.9939	5182.2293	SS
		50.32	ENDCONC*	521	5406.3827	5194.5375	SS
		54.93	CORDECK	522	5406.9276	5190.0769	SS
		49.68	CORHSE	523	5413.1644	5165.1665	SS
		50.01	CORHSEEP	524	5400.2702	5167.5903	SS
		50.81	CORHSE**	525	5383.4041	5166.1540	SS
		50.79	CORHSE**	526	5369.6392	5162.7910	SS
		48.93	CORSTEP*	527	5367.0220	5154.6864	SS
		48.81	CORSTEP*	528	5368.1580	5149.8844	SS
		50.12	STOOP**	529	5371.6342	5153.2409	SS
		49.03	CORHSE	530	5373.6688	5145.9612	SS
		48.82	POST*	531	5369.8457	5136.4594	SS
		48.92	CORPATIO	532	5372.3472	5137.3233	SS
		53.62	BOTBEAM*	533	5392.2701	5186.7368	SS

Point#, Start#-End# or G#= 4-

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

December 09, 2021

MARY V. SMITH
809 OCEAN BOULEVARD
HAMPTON NH 03842

Re: Accepted Shoreland Permit by Notification (RSA 483-B)
NHDES File Number: 2021-03653
Subject Property: 809 Ocean Boulevard, Hampton, Tax Map #197, Lot #37

Dear Applicant:

On December 08, 2021, the New Hampshire Department of Environmental Services (NHDES) Shoreland Program received the above-referenced Shoreland Permit by Notification (SPBN). In accordance with RSA 483-B:5-b, I and Env-Wq 1406.19, on December 9, 2021, the NHDES accepted the SPBN. The enclosed SPBN form is your permit. Any individual conducting work under this permit is advised to post a copy of the enclosed SPBN form on site in a prominent location, visible to inspecting personnel, at all times during construction.

Only the impacts shown on the submitted plans and accepted by NHDES as part of the SPBN are authorized under RSA 483-B. Any and all impacts not shown on the accepted plans or permitted through another SPBN or Shoreland Permit Application will render this SPBN invalid and will be in violation of RSA 483-B.

Please note that this SPBN cannot be amended. Prior to any change to the size or location of the proposed impacts, please contact me at Rosemary.Aures@des.nh.gov or (603) 271-4058 to determine the appropriate method to obtain any additional approval under RSA 483-B:5-b as may be required. Please do not hesitate to contact me as noted above if you have additional questions.

Sincerely,

Rosemary Aures

Rosemary E. Aures
Shoreland/Shoreline Specialist, Shoreland Program
Wetlands Bureau, Land Resources Management
Water Division

Enclosure

cc: Carpentier Construction

SHORELAND PERMIT BY NOTIFICATION (PBN) ELIGIBILITY AND CHECKLIST

Water Division/Land Resources Management

Shoreland Program

Check the Status of your PBN

Keep this page for your reference; do not submit with your application.

Please read this checklist and confirm that your project meets the qualifications for a Shoreland Permit by Notification (PBN). Note that if a PBN is rejected, there is no process for adjustment, and the fee will **not** be returned.

ELIGIBILITY

Your project must meet EACH of the following statements to qualify for the simplified PBN process:

☒ The project **does not** include work in the water or within the bank of a waterbody, such as a dock, boathouse, or retaining wall; the project is not within the 100-foot tidal buffer zone; and the project does not include beach sand replenishment.

☒ The project **does not** impact more than 1,500 square feet or result in a net increase of more than 900 square feet of impervious area. "Project" is defined as the full scope of development activities that are proposed to take place on a parcel of property within 5 years of the application date. These square footage limits do not apply to project types 2, 3, and 4 listed in Section 5.

☒ The project **has not** already begun or been completed. After-the-Fact projects must be reviewed as Shoreland Permit Applications.

☒ The project **does not** include the modification, expansion, or redevelopment of a nonconforming structure. These projects typically require a More Nearly Conforming Request and review as Shoreland Permit Applications. Note that exceptions ***may*** apply to some projects involving decks attached to nonconforming primary structure. Contact the Shoreland Program for more information.

Does your project proposal meet **ALL** of the statements above?

☒ YES. Proceed to completing the Shoreland PBN form below.

☐ NO. You cannot use this form – you must use the standard Shoreland Permit Application Form and/ or a Wetlands Permit Application form.

STOP

UNSURE?

- Check the List of Activities That Do Not Require Shoreland Permitting.
- See the Shoreland Program's Vegetation Management Fact Sheet and Frequently Asked Questions.
- Contact the Shoreland Program at shoreland@des.nh.gov or call (603) 271-2147 to speak with a Shoreland Specialist.

INSTRUCTIONS

Mail your complete application form and supporting materials to: NHDES Shoreland Program, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095.

To increase the chances of your PBN being accepted, ensure that you have completed the following:

☒ The property owner has read and signed the form and initialed the conditions and certifications in Sections 9 and 10.

☒ The notification includes a check with the correct fee, per Section 6.

☒ The notification includes photos of each area that will be impacted, per Section 7.

☒ The notification includes a complete plan of the proposed work in accordance with Section 8 of the PBN Form.

WHAT TO EXPECT

The New Hampshire Department of Environmental Services (NHDES) will review your notification within five business days and email (if provided) or mail you a copy of the accepted notification or a notice of rejection.

SHORELAND PERMIT BY NOTIFICATION (PBN) NOTIFICATION FORM

Water Division/Land Resources Management Shoreland Program

Check the Status of your PBN

RSA/Rule: RSA 483-B/Env-Wq 1400

Administrative Use Only	Administrative Use Only	☐ PBN Accepted, Expires:	
		☐ PBN Rejected	Reviewer's Initials:
		File No.:	Admin's Initials:
		Check No.:	Amount:

This form requests authorization to excavate, fill, or construct new structures within the protected shoreland, which is 250 feet landward of the reference line of public waters, as regulated under RSA 483-B. Refer to the cover sheet to determine your eligibility to use this form in lieu of the standard Shoreland Permit Application. **Please note:** Notification packages missing required components will be rejected and the fee will not be returned.

SECTION 1 - PROPERTY OWNER (RSA 483-B:5-b; Env-Wq 1406.17)			
LAST NAME, FIRST NAME, M.I.: SMITH, MARY V.			
MAILING ADDRESS: 809 OCEAN BOULEVARD	TOWN/ CITY: HAMPTON	STATE: NH	ZIP CODE: 03842
PHONE: 603 926 **5193**	EMAIL: virginia.hampton@gmail.com		
SECTION 2 - PROJECT LOCATION (RSA 483-B:5-b; Env-Wq 1406.17)			
ADDRESS: 809 Ocean Boulevard & 1 Ninth St	TOWN/ CITY: Hampton	STATE: NH	ZIP CODE: 03842
WATERBODY NAME: Atlantic Ocean	TAX MAP/ LOT: map 197 lot 37		
SECTION 3 - CONTRACTOR OR AGENT (Env-Wq 1406.17)			
LAST NAME, FIRST NAME, M.I: Carpentier Construction			
MAILING ADDRESS: 12B Campbell Drive	TOWN/ CITY: Hampton	STATE: NH	ZIP CODE: 03842
PHONE: 603 918-9587	EMAIL: norman@carpentierconstruction.com		
SECTION 4 - PROJECT DESCRIPTION (Env-Wq 1406.17)			
Provide a **brief** description of the proposed project including square footage of impacts and dimensions of new structures. modify existing driveway to create 2 9x18 parking spaces on-site.			
TOTAL SQUARE FEET OF IMPACT: 450 TOTAL SQUARE FEET OF NET CHANGE IN IMPERVIOUS AREA: 0			

Total impact area is determined by the sum of all areas disturbed by excavation, fill, and construction. Examples include, but are not limited to: constructing new driveways, constructing new structures, removing or replacing structure foundations, grading, and installing a new septic system or well.

SECTION 5 - PBN CRITERIA (RSA 483-B:5-b; Env-Wq 1406.05)
Check one of the following project type criteria.

☒ 1. This project impacts less than 1,500 square feet in total, with a net increase in impervious area, if any, of no more than 900 square feet. *PBN Impact Limit: 1,500 square feet/ Fee: $400.*

☐ 2. This project is proposed for the purpose of stormwater management improvements, erosion control, or environmental restoration or enhancement. *PBN Impact Limit: None/ Fee: $200.*

☐ 3. The project is for the maintenance, repair, and improvement of public utilities, public roads, and public access facilities. *PBN Impact Limit: None/ Fee: $400.*

☐ 4. The project consists of geotechnical borings, test wells, drinking water wells or is a site remediation project and meets the requirements of Env-Wq 1406.05. *PBN Impact Limit: None / Fee: $400.*

SECTION 6 - FEE (RSA 483-B:5-b; Env-Wq 1406.16)

Consult Section 5 to determine fee. Make checks and money orders payable to "Treasurer - State of NH". Undated checks **cannot** be accepted. TOTAL FEE: $400

SECTION 7 - PHOTOS (RSA 483-B:5-b; Env-Wq 1406.16)

☒ Dated photographs of each area proposed to be impacted are required for all projects.

SECTION 8 - PLAN REQUIREMENTS (RSA 483-B:5-b; Env-Wq 1406.16)
Check YES or NO to **all** statements, and review the applicable plan requirements. If your plans do not include the information that is required, your notification will be rejected.

☒ YES	**Required for all projects:** A clear and detailed plan of work depicting, at a minimum, all impact areas, the reference line, and property lines. Plans that are not to scale must show all relevant dimensions and distances from the reference line and dimensions.	
☐ YES ☒ NO	This project proposes an increase in impervious (i.e. non-permeable) area. Plans must include the dimensions and locations of **all** existing and proposed impervious surfaces on the lot that are within 250 feet of the reference line. Decks are typically considered impervious.	
☐ YES ☒ NO	< 20%	This project proposes an increase in impervious area, and the total post-construction impervious area on the lot within 250 feet of the reference line will not exceed 20%.
☐ YES ☒ NO	20 – 30%	This project proposes an increase in impervious area such that the total impervious area of the lot within 250 feet of the reference line will be greater than 20% but less than 30%. Plans must include a stormwater management system that will infiltrate increased stormwater runoff from development per RSA 483-B:9, V(g)(2) and in accordance with Env-Wq 1500.
☐ YES ☒ NO	> 30%	This project proposes an increase in impervious area such that the total impervious area on the lot within 250 feet of the reference line will be greater than 30%. Plans must include a stormwater management system designed and certified by a professional engineer to account for all new development, **and** plans must demonstrate how the vegetation point score is met per RSA 483-B:9, V(g)(1,3).
☐ YES ☒ NO	This project proposes impacts within 50 feet of the reference line. Plans and photos must show each area of the waterfront buffer that will be impacted, including groundcover, and calculate the tree and sapling point scores in accordance with the Vegetation Management Fact Sheet.	

☐ YES ☒ NO	This project proposes impacts between 50 and 150 feet of the reference line. Plans must depict the 25% area of the woodland buffer to be designated and maintained as natural woodland. See the Vegetation Management Fact Sheet.
☐ YES ☒ NO	This project proposes to install or expand an accessory structure, such as a patio or shed, within 50 feet of the reference line. All plans *must* demonstrate that the height, size, and setback limitations for accessory structures will be met. These limitations are described within the Accessory Structure Fact Sheet. The shoreland frontage on this lot is: _____ linear feet. ☐ N/A – There is no direct frontage on this lot.
☐ YES ☒ NO	This project proposes a pervious (i.e. permeable) surface technology. Plans must include the location and type of the surface and a cross-section depicting the construction method, materials, and specifications as to how this surface will be maintained as a pervious technology. The notification must also include a maintenance plan describing how the surfaces will be maintained pervious.

SECTION 9 - CONDITIONS (Env-Wq 1406.20; RSA 483-B:9, V, (d))
Initial each of the required conditions below.

_____ 1. Erosion and siltation control measures shall: be installed prior to the start of work; be maintained throughout the project; and remain in place until all disturbed surfaces are stabilized.

_____ 2. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.

_____ 3. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Ws 1700 or successor rules in Env-Wq 1700.

_____ 4. Any fill used shall be clean sand, gravel, rock, or other suitable material.

_____ 5. For any project where mechanized equipment will be used, orange construction fence shall: be installed prior to the start of work at the limits of the temporary impact area as shown on the plans approved as part of a permit or accepted as part of the permit by notification; be maintained throughout the project; and remain in place until all mechanized equipment has been removed from the site.

SECTION 10 - CERTIFICATIONS (Env-Wq 1406.18)
Initial each of the required certifications below.

_____ 1. The property owner shall sign the notification form below.

_____ 2. The signature(s) shall constitute certification that: the information provided is true, complete, and not misleading to the knowledge and belief of the signer; the signer understands that any permit by notification obtained based on false, incomplete, or misleading information is not valid; the project as proposed complies with the minimum standards established in RSA 483-B:9, V and will be constructed in strict accordance with the proposal; the signer accepts the responsibility for understanding and maintaining compliance with RSA 483-B and these rules; the signer understands that an accepted shoreland permit by notification shall not exempt the work proposed from other state, local, or federal approvals; the signer understands that incomplete notifications shall be rejected and the notification fee shall not be returned; and the signer is subject to the applicable penalties in RSA 641, *Falsification In Official Matters*.

_____ 3. The signature of the property owner certifies that the property owner has authorized the agent to act on the property owner's behalf for purposes of the notification. (☐ Not Applicable)

SECTION 11 - REQUIRED SIGNATURE (RSA 483-B:5-b; Env-Wq 1406.18)

SIGNATURE (OWNER):	PRINT NAME LEGIBLY:	DATE:

_____		
SIGNATURE (AGENT, IF APPLICABLE): _____	PRINT NAME LEGIBLY:	DATE:

809 OCEAN BOULEVARD
HAMPTON, NH

PHOTOS TO ACCOMPANY SHORELAND PERMIT BY NOTIFICATION DECEMBER 2021

OWNER /APPLICANT MARY VIRGINIA SMITH

DATE OF PHOTOS SEPT 29, 2021

A

C

B

Hampton, NH

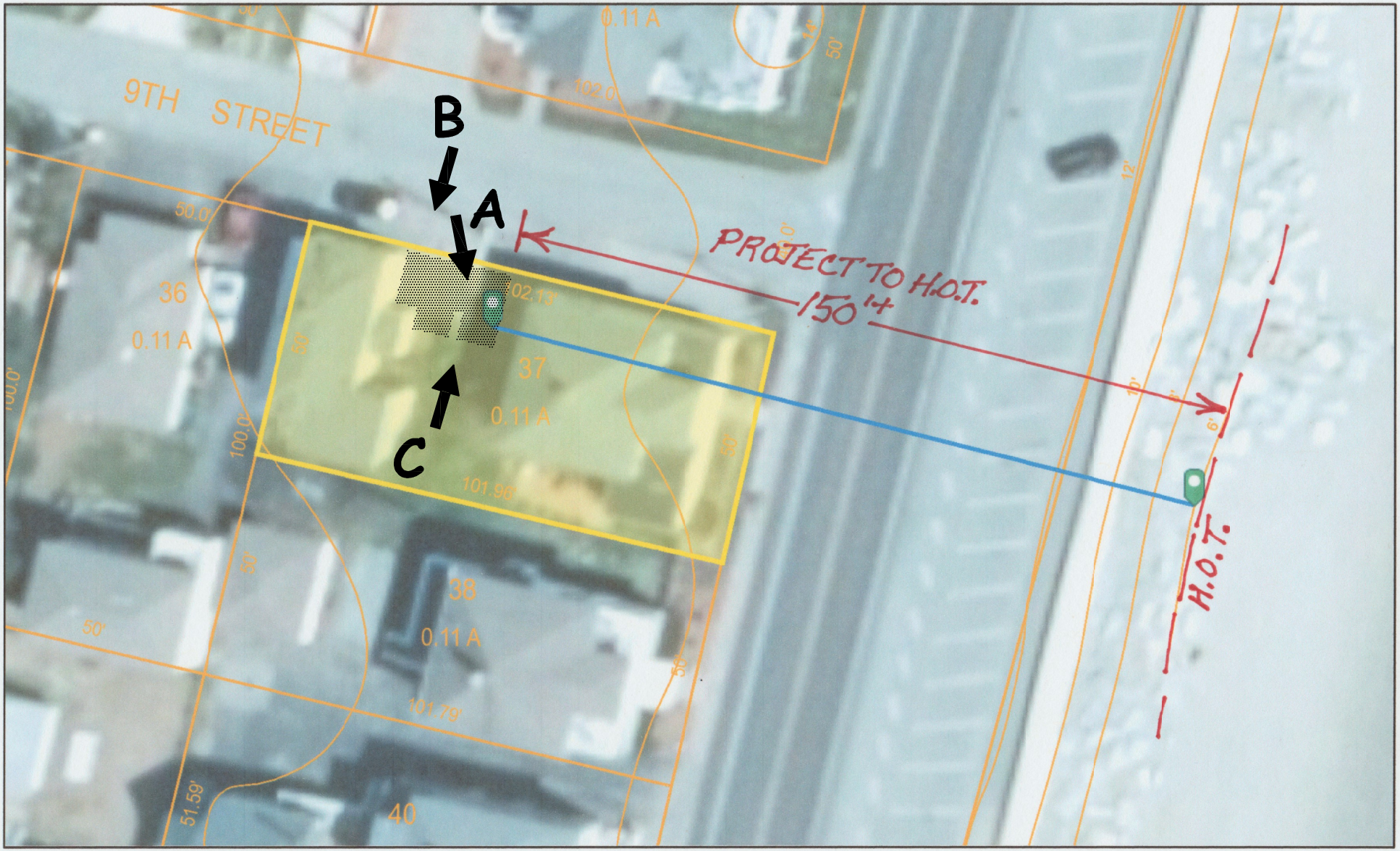
December 2, 2021

1 inch = 30 Feet

0 30 60 90

CAI Technologies
Precision Mapping. Geospatial Solutions.

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

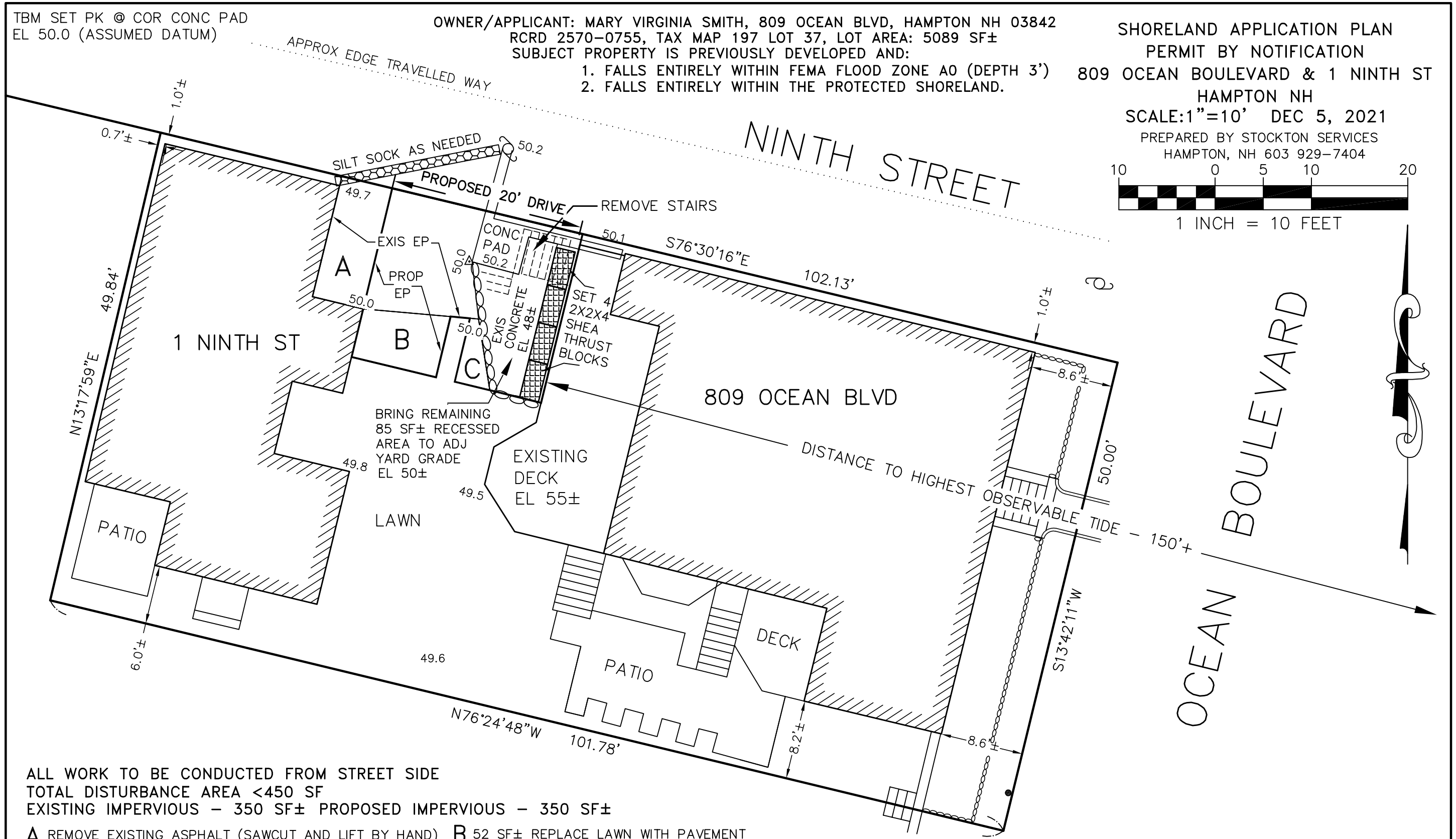
TBM SET PK @ COR CONC PAD
EL 50.0 (ASSUMED DATUM)

OWNER/APPLICANT: MARY VIRGINIA SMITH, 809 OCEAN BLVD, HAMPTON NH 03842
RCRD 2570–0755, TAX MAP 197 LOT 37, LOT AREA: 5089 SF±
SUBJECT PROPERTY IS PREVIOUSLY DEVELOPED AND:
1. FALLS ENTIRELY WITHIN FEMA FLOOD ZONE A0 (DEPTH 3')
2. FALLS ENTIRELY WITHIN THE PROTECTED SHORELAND.

SHORELAND APPLICATION PLAN
PERMIT BY NOTIFICATION
809 OCEAN BOULEVARD & 1 NINTH ST
HAMPTON NH
SCALE:1"=10' DEC 5, 2021

PREPARED BY STOCKTON SERVICES
HAMPTON, NH 603 929–7404

10 0 5 10 20
1 INCH = 10 FEET



ALL WORK TO BE CONDUCTED FROM STREET SIDE
TOTAL DISTURBANCE AREA <450 SF
EXISTING IMPERVIOUS – 350 SF± PROPOSED IMPERVIOUS – 350 SF±

A REMOVE EXISTING ASPHALT (SAWCUT AND LIFT BY HAND) REPLACE IMMEDIATELY WITH CRUSHED STONE (70 SF±)
B 52 SF± REPLACE LAWN WITH PAVEMENT
C 16 SF± REPLACE LAWN WITH PAVEMENT

883 SHORELAND

RSA 41:14a request for 809 Ocean Boulevard and 1 Ninth Street

Owner/applicant: Mary Virginia Smith

Detailed description of deed restriction removal request:

> The owner seeks to modify the existing deed restrictions found in Paragraph 4 of the Town Deed (RCRD 2538-2031) by replacing said paragraph with the following:

4. The only structures permitted to be erected or placed upon said lot shall be no more than two single family dwellings, containing no more than four bedrooms each, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within the setbacks prescribed in the Hampton Zoning Ordinance except to the extent allowed by the Hampton Zoning Board of Adjustment by variance once said variance becomes final. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

Detailed description of the purpose for the request:

> The owner seeks to execute a condominium conversion of a pre-existing non-conforming use, which requires lifting of the setback, single family, and subdivision restrictions found in paragraph 4. While the current pre-existing non-conforming use is for 3 dwelling units, the owner seeks to eliminate one of these units in order to create a two-unit condominium.

Original deed from Town RCRD 2538-2030 (included)

Current deed: RCRD 2570-0755 (included).

Plan: (included)

Copy of tax card: (included)

Aerial view of property with boundaries super-imposed: (included)

Photographs (included)

BK2538 P2030

1131

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that, The Town of Hampton, a municipal corporation organized under the laws of the State of New Hampshire and located in Rockingham County, for consideration paid, grants to Josephine P. Smith of 809 Ocean Boulevard, Hampton, County of Rockingham and State of New Hampshire with QUITCLAIM COVENANTS;

The following described parcel of land located in said Town of Hampton, and said County of Rockingham, known as Lot Number 383 , Block 9 on Plan of Plantation Lots dated July, 1978 by John W. Durgin Associates, Inc. recorded at Rockingham County Registry of Deeds (Ref: D-8278), being also shown on said Town's Tax Assessor's records as Map 123, Lot Number 383 and more particularly described as follows:

Beginning at a point at the corner of Ocean Boulevard and Ninth Street on the Westerly side of Ocean Boulevard and the Southerly side of Ninth Street; thence proceeding S 13° 32' 50" W by and along said Ocean Boulevard a distance of 50.00' to a point at the corner of the conveyed premises and Lot 382 as shown on said plans; thence proceeding N 76° 34' 00" W along said Lot 382 a distance of 101.96' to a point at the corner of the conveyed premises, and said Lot 382 and the Easterly sideline of Lot 379 on said plan; thence proceeding N 13° 21' 00" E along said Lot 379 a distance of 50.00' to a PK nail set at the corner of the conveyed premises and Lot 379, said point also being on the Southerly sideline of said Ninth Street; thence proceeding S 76° 34' 00" E along said Ninth Street a distance of 102.13' to the point begun at.

Meaning and intending to convey the same premises as shown on said plan and as described in a certain lease from Grantor to Grantees dated October 27, 1975.

Subject, in perpetuity, to the following covenants and restrictions:

1. The Grantees agree that the premises shall be subject to the more restrictive of the terms of this deed or the applicable provisions of the Ordinances, laws, and regulations of the Town of Hampton.

2. The Grantees agree that no trade or occupation shall be conducted, or suffered to be conducted, on the conveyed premises or use made thereof which would be unlawful, improper, noisy or offensive, or contrary to any law or ordinance in force in the Town of

MAR 28 12 00 PM '85
Rockingham County
Registry of Deeds

Hampton.

3. No fences may be erected upon said premises other than ornamental fences of no more than a three-foot height.

4. The only structures permitted to be erected or placed upon said lot shall be one single-family dwelling, containing no more than four bedrooms, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within seven (7) feet of any boundary line, nor shall the premises be subdivided. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

REQUEST MODIFICATION OF PARAGRAPH 4 (SEE BELOW)

5. Subject, further, to the right of the Town of Hampton to maintain easements or rights-of-way above, across and/or under the premises, and to the right of the Town of Hampton to enter upon and use a strip of land of sufficient width for the installation and maintenance of storm and sanitary sewer mains.

6. This conveyance is subject to the rights, if any, of the Exeter & Hampton Electric Company, a corporation duly established by law with its principal place of business in Exeter, in said County of Rockingham, to maintain poles, wires, crossarms, supporting fixtures and appurtenances on, over or across the subject premises as set forth in a certain agreement between said Town of Hampton and said Exeter & Hampton Electric Company dated May 10, 1946, and recorded in Hampton Town Records, and is subject to all other existing easements or easements of record.

7. The conveyed premises shall be subject to all properly assessed taxes, municipal and otherwise. The Grantees, their heirs, administrators, successors, assigns, and legal representatives shall, likewise, be obligated to pay all assessments, betterments, sewer-use fees and all other lawfully assessed fees levied upon the conveyed premises.

The Grantor further reserves the perpetual right to pass and repass over the subject parcel in order to maintain, repair, and replace all pipes, wires, posts, and other items and equipment, relating to utilities services furnished, owned or supervised by the Grantor. The Grantor shall, at all times, exercise its said rights in a reasonable manner. At its own expense, the Grantor shall return the subject premises to the same condition as they were in prior to the Grantor's exercise of its rights under this reservation.

In addition, the Town of Hampton specifically reserves from the above conveyance any public rights of way on or under any existing sidewalks, rights of way, highways, sewer lines and basins, utility

PROPOSED REVISED LANGUAGE FOR PARAGRAPH #4 ABOVE

4. The only structures permitted to be erected or placed upon said lot shall be no more than two single family dwellings, containing no more than four bedrooms each, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within the setbacks prescribed in the Hampton Zoning Ordinance except to the extent allowed by the Hampton Zoning Board of Adjustment by variance once said variance becomes final. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

easements, water lines, drainage easements and/or pipes and any other public improvements together with the right to improve, maintain and expand as reasonably required the above said betterments, easements, public rights of way consistent with the overall needs of the Town of Hampton, now and in the future.

All restrictions and reservations herein are binding on the Grantees, their heirs, administrators, successors, assigns, and legal representatives.

Grantee shall be responsible for all real estate taxes for the property conveyed herein as of and after the date of this deed.

IN WITNESS WHEREOF, the said Town of Hampton, on this 25TH day of March, 1985 has caused this deed to be duly executed by its Selectmen, thereunto duly authorized by vote of said Town of Hampton dated May 11, 1982.

Witness

Ashton J. Norton, Selectman

Witness

Dona R. Janetos, Selectman

Witness

John R. Walker, Selectman

Witness

Ansell W. Palmer, Selectman

Witness

Glyn F. Eastman, Selectman

page 4 (notary page) not printed

BK2570 P0755

QUITCLAIM DEED

JOSEPHINE P. SMITH

of 809 Ocean Boulevard
(Street Address)

Hampton (Town or City) Rockingham County, State of New Hampshire for consideration paid, grant to MARY V. SMITH

of 809 Ocean Boulevard
(Street Address)

Hampton (Town or City) County, State of New Hampshire, with QUITCLAIM convenants, the following described premises:

(Description of land or interest therein being conveyed; incumbrances, exceptions, reservations, if any)

A certain tract of land with the building thereon, located in the Town of Hampton, County of Rockingham and State of New Hampshire, known as Lot Number 383, Block 9 on Plan of Plantation Lots dated July, 1978 by John W. Durgin Associates, Inc. recorded at Rockingham County Registry of Deeds (Ref: D-8278), being also shown on said Town's Tax Assessor's records as Map 123, Lot Number 383 and more particularly described as follows:

Beginning at a point at the corner of Ocean Boulevard and Ninth Street on the Westerly side of Ocean Boulevard and the Southerly side of Ninth Street; thence proceeding S 13° 32' 50" W by and along said Ocean Boulevard a distance of 50.00' to a point at the corner of the conveyed premises and Lot 382 as shown on said plans; thence proceeding N 76° 34' 00" W along said Lot 382 a distance of 101.96' to a point at the corner of the conveyed premises, and said Lot 382 and the Easterly sideline of Lot 379 on said plan; thence proceeding N 13° 21' 00" E along said Lot 379 a distance of 50.00' to a PK nail set at the corner of the conveyed premises and Lot 379, said point also being on the Southerly sideline of said Ninth Street; thence proceeding S 76° 34' 00" E along said Ninth Street a distance of 102.13' to the point begun at.

Subject, in perpetuity, to the covenants and restrictions as set forth in Deed of the Town of Hampton to Josephine P. Smith dated March 25, 1985 and recorded in Rockingham County Registry of Deeds in Book 2538, Page 2030.

For source of title see Quitclaim Deed of leasehold with the building thereon from William F. Bird and Mary E. Bird to Walter J. Smith and Josephine P. Smith, husband and wife as joint tenants with rights of survivorship, dated October 16, 1975 and recorded in Book 2246, Page 634 of the Rockingham Records. The said Walter J. Smith being deceased. See death certificate recorded herewith.

See also Quitclaim Deed of land from Town of Hampton to Josephine P. Smith dated March 25, 1985 and recorded in Rockingham County Registry of Deeds in Book 2538, Page 2030.

The Grantor and Grantee herein are mother and daughter.

I, Josephine P. Smith, unmarried, release to said Grantee all rights of homestead and other interests therein.

$25.96

Oct 29 11 04 AM '85

Rockingham County Registry of Deeds

WITNESS my hand this 28th day of October 19 85

Witness:

H. Arpel Casassa

Josephine P. Smith

Josephine P. Smith

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 28th day of October, 1985 by Josephine P. Smith

H. Arpel Casassa

Justice of the Peace.
~~Notary Public.~~

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER OF REAL PROPERTY
STATE TAX COMMISSION
OCT 29 '85
R.S. 10569
30.00
R.S.A. 78-0

108569

BK2570 P0756

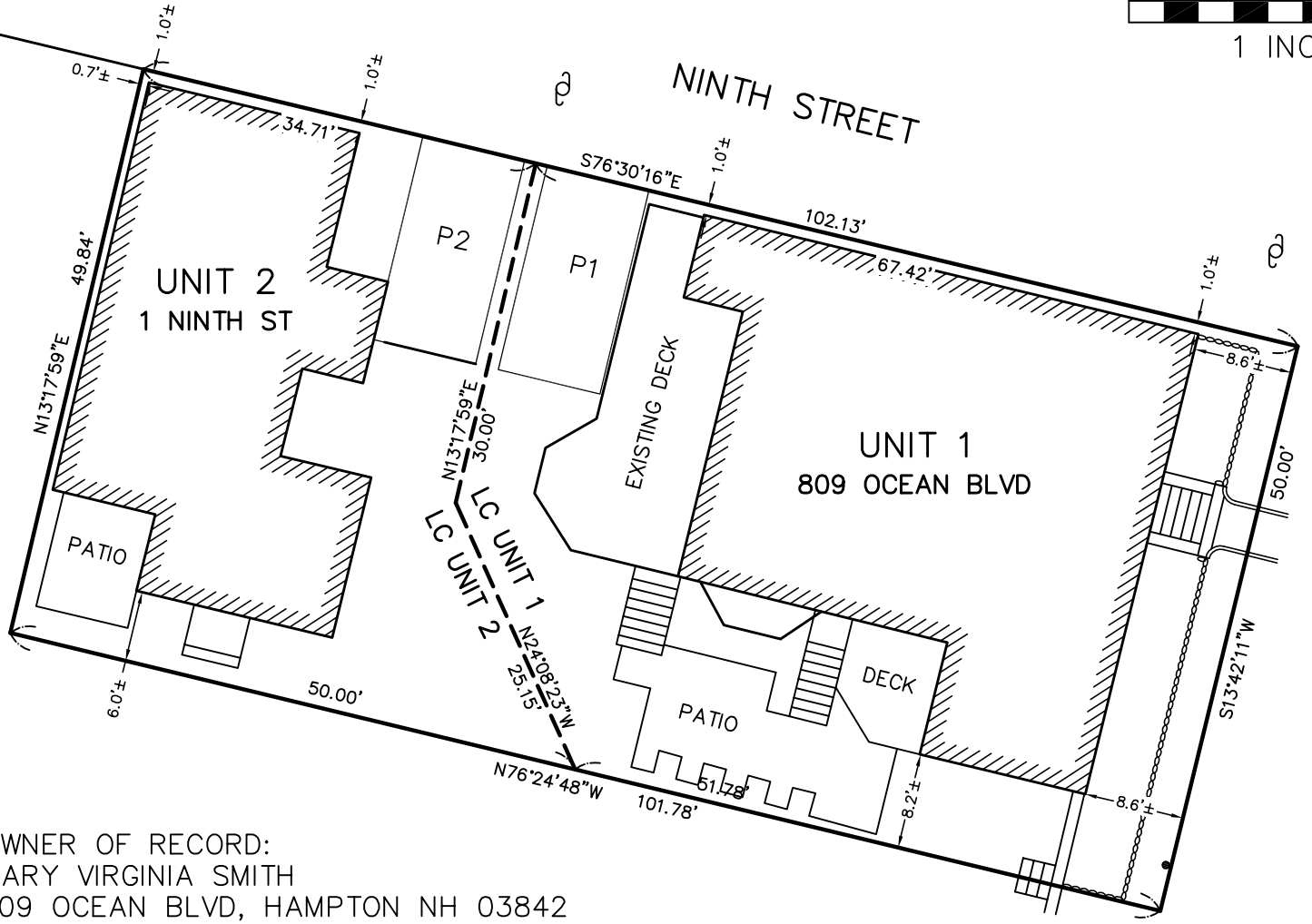
THE PURPOSE OF THIS PLAN IS TO ACCOMPANY PETITION FOR REMOVAL OF SETBACK AND SINGLE FAMILY DEED RESTRICTIONS CURRENTLY APPLICABLE TO THIS PROPERTY. APPLICANT SEEKS REMOVAL OR MODIFICATION OF RESTRICTION #4 IN RCRD 2538–2030 TO PERMIT THE CONDOMINIUM CONVERSION OF THREE PRE–EXISTING NON–CONFORMING DWELLING UNITS INTO TWO UNITS (SECOND EXISTING APARTMENT IN UNIT 2 TO BE ELIMINATED)

RSA 41:14a PETITION PLAN
809 OCEAN BLVD & 1 NINTH ST
HAMPTON, NH
SCALE:1"=15' DECEMBER 2, 2021

STOCKTON SERVICES
HAMPTON, NH

15 0 7.5 15 30

1 INCH = 15 FEET



OWNER OF RECORD:
MARY VIRGINIA SMITH
809 OCEAN BLVD, HAMPTON NH 03842
RCRD 2570–0755, RCRD PLAN D8278
TAX MAP 197 LOT 37, ZONE RA
LOT AREA: 5089 SF±

12/02/21

883–41:14a

809 OCEAN BLVD

Location	809 OCEAN BLVD	**Mblu**	197/ 37/ / 1/
Acct#	4719	**Owner**	SMITH, MARY V.
Assessment	$913,100	**Appraisal**	$913,100
PID	4719	**Building Count**	2

Current Value

Appraisal			
Valuation Year	**Improvements**	**Land**	**Total**
2019	$333,700	$579,400	$913,100
Assessment			
Valuation Year	**Improvements**	**Land**	**Total**
2019	$333,700	$579,400	$913,100

Owner of Record

Owner	SMITH, MARY V.	**Sale Price**	$0
Co-Owner		**Certificate**	
Address	809 OCEAN BLVD. HAMPTON,, NH 03842-4308	**Book & Page**	2570/0755
		Sale Date	10/29/1985
		Instrument	00

Ownership History

Ownership History					
Owner	**Sale Price**	**Certificate**	**Book & Page**	**Instrument**	**Sale Date**
SMITH, MARY V.	$0		2570/0755	00	10/29/1985

Building Information

Building 1 : Section 1

Year Built:	1913
Living Area:	2,078
Replacement Cost:	$299,033
Building Percent Good:	70
Replacement Cost Less Depreciation:	$209,300

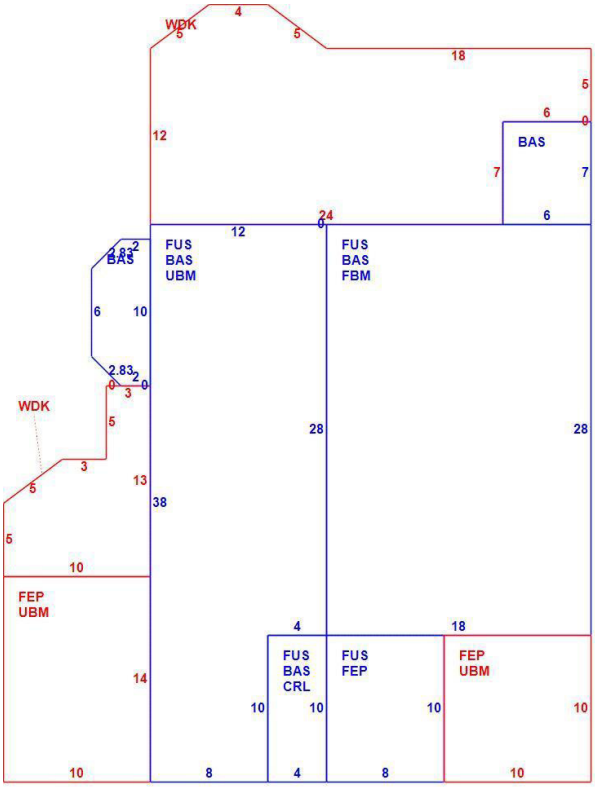
Building Attributes

Field	Description
Style:	Conventional
Model	Residential
Grade:	Average +10
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Pine/Soft Wood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	7
Bath Style:	Modern
Kitchen Style:	Formica-M cab.
Num Kitchens	01
Cndtn	
MHP	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

(http://images.vgsi.com/photos2/HamptonNHPhotos//\00\00\47\38.jpg)

Building Layout



(ParcelSketch.ashx?pid=4719&bid=4758)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	1,040	1,040
BAS	First Floor	1,038	1,038
CRL	Crawl Space	40	0
FBM	Basement, Finished	504	0
FEP	Porch, Enclosed, Framed	320	0
UBM	Basement, Unfinished	656	0
WDK	Deck, Wood	431	0
		4,029	2,078

Building 2 : Section 1

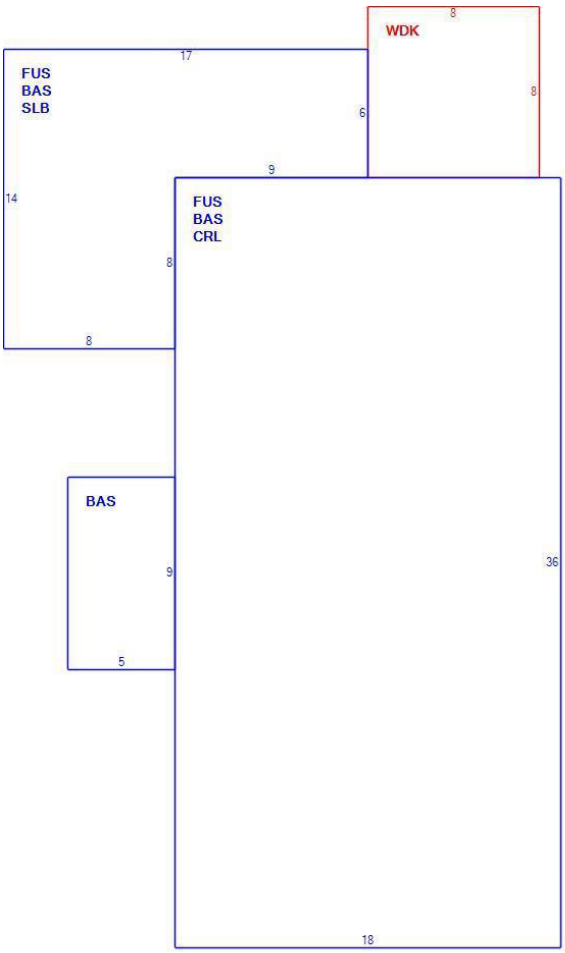
Year Built: 1945
Living Area: 1,673
Replacement Cost: $164,382
Building Percent Good: 73
Replacement Cost Less Depreciation: $120,000

Building Attributes : Bldg 2 of 2	
Field	**Description**
Style:	2 Family Conversion
Model	Residential
Grade:	Average
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	Wood Shingle
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plywood Panel
Interior Wall 2	K PINE/A WD
Interior Flr 1	Pine/Soft Wood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Floor/Wall Htr
AC Type:	None
Total Bedrooms:	4 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	8
Bath Style:	Modern
Kitchen Style:	Formica-S cab.
Num Kitchens	20
Cndtn	
MHP	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo

(http://images.vgsi.com/photos2/HamptonNHPhotos//\00\00\47\39.jpg)

Building Layout



(ParcelSketch.ashx?pid=4719&bid=4759)

Building Sub-Areas (sq ft)			Legend
Code	**Description**	**Gross Area**	**Living Area**
BAS	First Floor	859	859
FUS	Upper Story, Finished	814	814

CRL	Crawl Space	648	0
SLB	Con. Slab	166	0
WDK	Deck, Wood	64	0
		2,551	1,673

Extra Features

Extra Features				Legend
Code	**Description**	**Size**	**Value**	**Bldg #**
HRT	HEARTH	1.00 UNITS	$1,000	1
FPL3	2 STORY CHIM	1.00 UNITS	$3,400	1

Land

Land Use

Use Code	1090
Description	MULTI HSES MDL-01
Zone	RA
Neighborhood	90
Alt Land Appr	No
Category	

Land Line Valuation

Size (Acres)	0.12
Frontage	0
Depth	0
Assessed Value	$579,400
Appraised Value	$579,400

Outbuildings

Outbuildings	Legend
No Data for Outbuildings	

Valuation History

Appraisal			
Valuation Year	**Improvements**	**Land**	**Total**
2020	$333,700	$579,400	$913,100
2019	$333,700	$579,400	$913,100
2018	$308,700	$526,700	$835,400

Assessment			
Valuation Year	**Improvements**	**Land**	**Total**
2020	$333,700	$579,400	$913,100
2019	$333,700	$579,400	$913,100
2018	$308,700	$526,700	$835,400

Hampton, NH

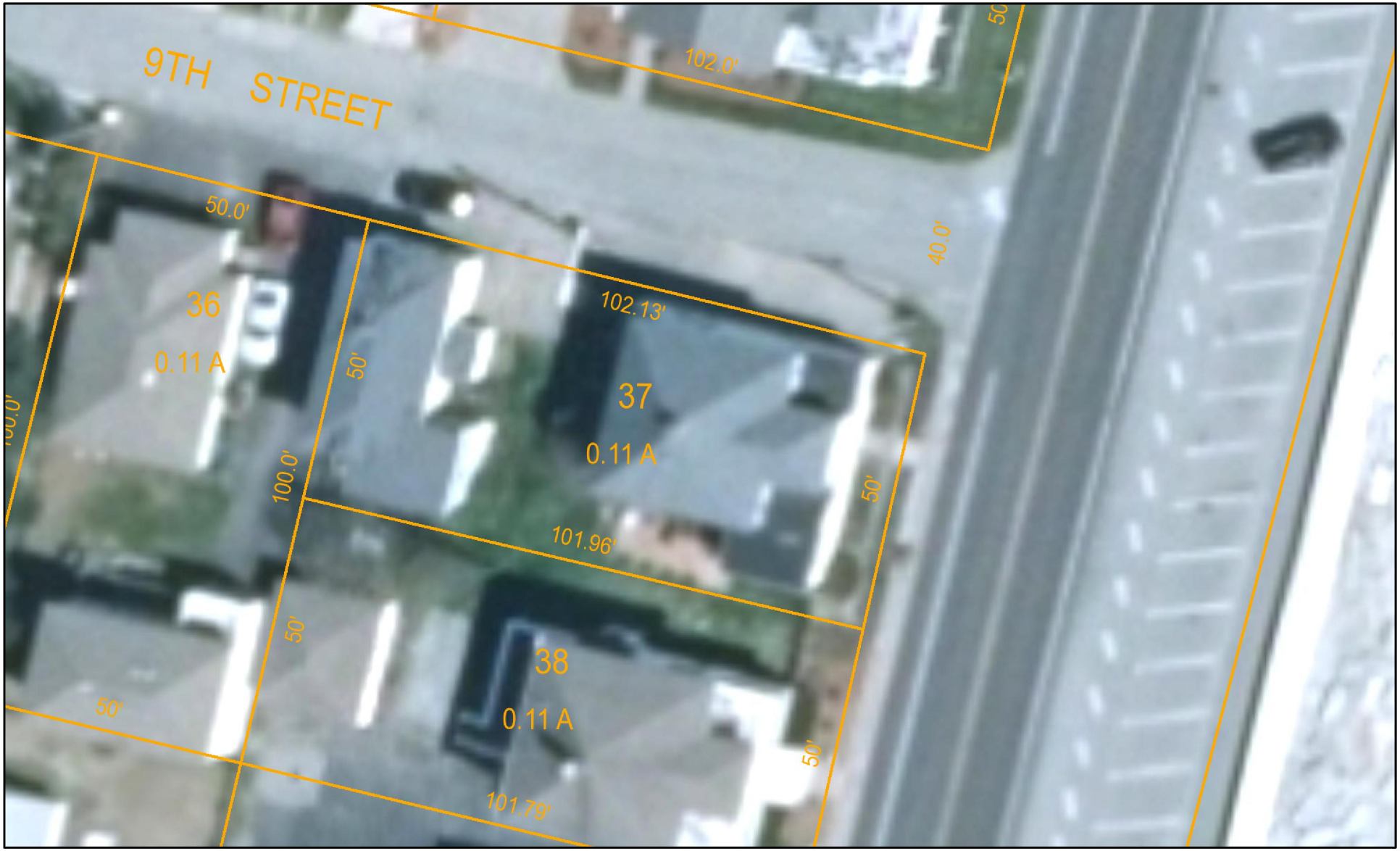
December 6, 2021

1 inch = 25 Feet

0 25 50 75

CAI Technologies
Precision Mapping. Geospatial Solutions.

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

809 OCEAN BOULEVARD

1 UNIT EXISTING 1 UNIT PROPOSED

1 NINTH ST

2 UNITS EXISTING
1 UNIT PROPOSED

22006057 02/07/2022 10:48:41 AM
Book 6381 Page 72 Page 1 of 2
Register of Deeds, Rockingham County

RECORDING	14.00
SURCHARGE	2.00

8077734 0
Tx:40654656

(M)
Town of Hampton
Legal Department
100 Winnacunnet Road
Hampton, NH 03842

MODIFICATION OF DEED RESTRICTION

NOW COME the Selectmen of the Town of Hampton, New Hampshire, and pursuant to the authority provided to them by Article 33 of the 2017 Hampton Town Meeting have conducted proceedings in compliance with the terms of RSA 41:14-a as to a request on the part of Mary V. Smith as owner of property at 809 Ocean Boulevard in said Hampton (by virtue of a deed dated October 29, 1985 and recorded at the Rockingham County Registry of Deeds in Book 2570, Page 0755), that the Board modify a portion of Town owned Deed Restriction #4 in a certain Quitclaim Deed from the Town of Hampton to Josephine P. Smith dated March 25, 1982 and recorded at the Rockingham County Registry of Deeds in Book 2538, Page 2030 and affirm that on January 31, 2022, the Board of Selectmen voted in public session to modify the second sentence of said Town owned Deed Restriction #4 on formerly Leased Land, which formerly read as follows:

4. The only structures permitted to be erected or placed upon said lot shall be one single-family dwelling, containing no more than four bedrooms, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within seven (7) feet of any boundary line, nor shall the premises be subdivided. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling house, stable or garage on the lot.

So that same will now read as follows:

4. The only structures permitted to be erected or placed upon said lot shall be no more than two single-family dwellings, containing no more than four bedrooms each, with no more than a two-car garage. The Grantee will not erect any buildings upon the premises within the setbacks prescribed in the Hampton Zoning Ordinance except to the extent allowed by the Hampton Zoning Board of Adjustment by variance once said variance becomes final. All outbuildings and sheds, other than stables or garages, shall be connected with and attached to the dwelling houses, stables, or garages on the lot.

The purpose of this instrument is to memorialize the above modification going forward, effective from the January 31, 2022 date of the Selectmen's vote.

Date: January 31, 2022

TOWN OF HAMPTON

By Its Board of Selectmen

Russell D. Bridle, Chairman

Charles A. Rage, Vice-chairman

Regina M. Barnes, Selectmen

James A. Waddell, Selectman

Richard E. Sawyer, Selectman

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

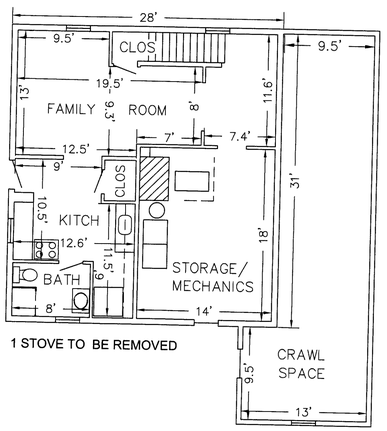
January 31, 2022

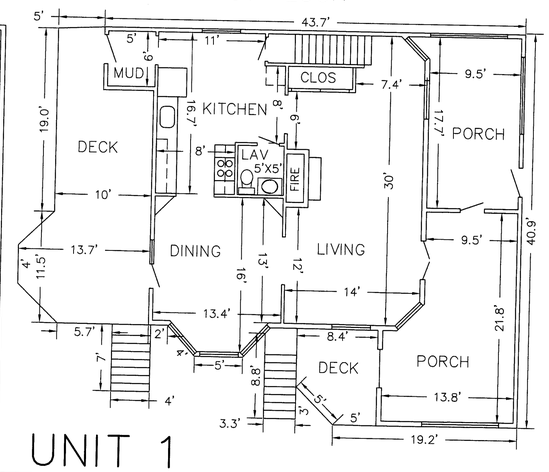
Personally appeared the above-named signatories of the **TOWN OF HAMPTON BOARD OF SELECTMEN** on this 31st day of January 2022 and as Members of the Board of Selectmen being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Before me,

Notary Public/Justice of the Peace
My Commission expires:

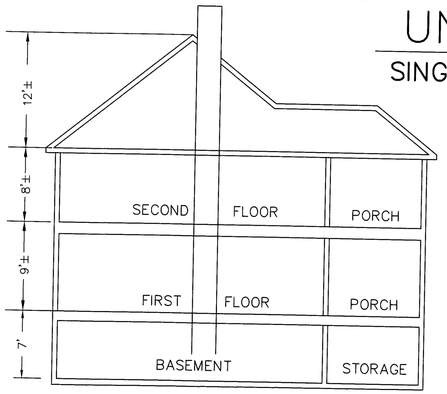
JAMES B. SULLIVAN
Justice of the Peace - New Hampshire
My Commission Expires August 26, 2025

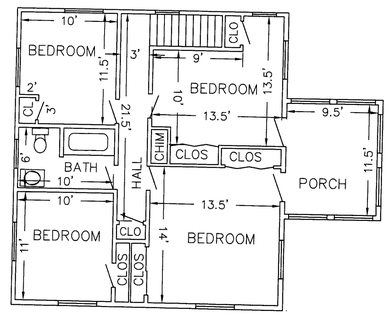


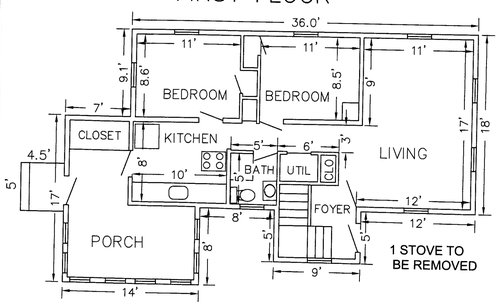


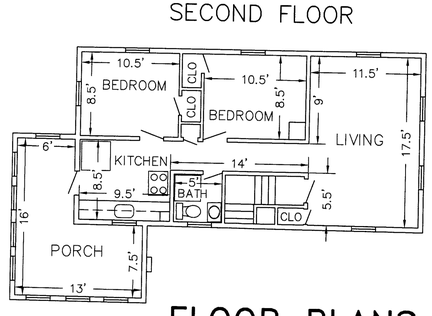
UNIT 1

SINGLE FAMILY





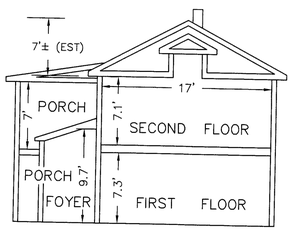




UNIT 2

SINGLE FAMILY

(SEE NOTE 5)



NOTE: SUBSTANTIVE FUTURE ALTERATIONS TO OR REPLACEMENT OF EITHER UNIT WILL REQUIRE RECORDING OF AMENDED CONDOMINIUM SITE AND FLOOR PLANS.

FLOOR PLANS

SCALE: 1/8" = 1'

GRAPHIC SCALE

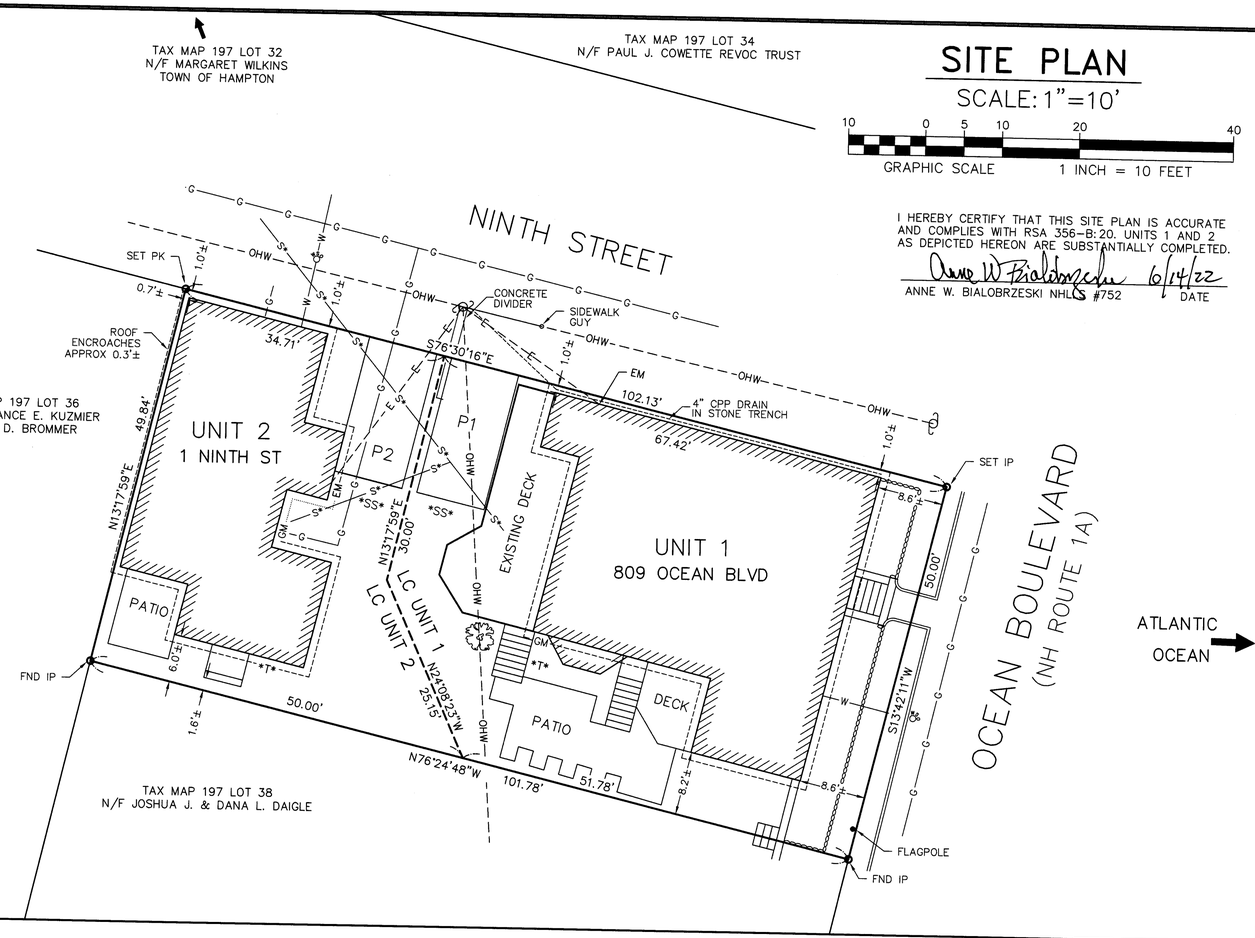
8 0 4 8 16

1/8 INCH = 1 FOOT

I HEREBY CERTIFY THAT THIS FLOOR PLAN IS ACCURATE AND COMPLIES WITH RSA 356-B:20. UNITS 1 AND 2 AS DEPICTED HEREON ARE SUBSTANTIALLY COMPLETED.

Anne W Bialobrzeski 6/14/22

ANNE W. BIALOBRZESKI NHLLS #752 DATE



SITE PLAN

SCALE: 1"=10'

10 0 5 10 20 40

GRAPHIC SCALE 1 INCH = 10 FEET

I HEREBY CERTIFY THAT THIS SITE PLAN IS ACCURATE AND COMPLIES WITH RSA 356-B:20. UNITS 1 AND 2 AS DEPICTED HEREON ARE SUBSTANTIALLY COMPLETED.

Anne W Bialobrzeski 6/14/22

ANNE W. BIALOBRZESKI NHLLS #752 DATE

LEGEND

FND IP	IRON PIPE FOUND
SET IP	IRON PIPE SET
EP	EDGE OF PAVEMENT
UP	UTILITY POLE
S* S*	SEWER LINE (ESTIMATE ONLY)
G G G	GAS LINE – MARKED (SVC TO UNIT 1 UNMARKED)
GM	GAS METER(S)
EM	ELECTRIC METER(S)
W W W	WATER LINE
E E	OVERHEAD ELECTRIC
OHW	OVERHEAD WIRES
	APPROX ROOF OVERHANG
T	DESIGNATED TRASH LOCATION
SS	DESIGNATED SNOW STORAGE

NOTES

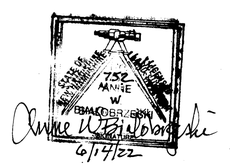
1. ZONING CLASS: RA
   REQUIRED SETBACKS: 20' FRONT, 15' SIDE, 10' REAR
   EXISTING STRUCTURES/SETBACKS (SEE PLAN VIEW) ARE PRE-EXISTING NON-CONFORMING.
2. SUBJECT PROPERTY IS LOCATED WITHIN FEMA FLOOD HAZARD ZONE AO (DEPTH 3'). REFERENCE FEMA FIRM PANEL 33015C441F DATED 01/29/2021
3. SUBSURFACE UTILITY LOCATIONS ARE GENERAL ONLY BASED ON BEST AVAILABLE EVIDENCE AND MUST BE FIELD VERIFIED PRIOR TO ANY FUTURE SITE WORK.
4. PARKING SPACES SHOWN ARE 9' X 18'.
   REFERENCE HAMPTON DRIVEWAY PERMIT #356 (01/03/2022) AND NHDES SHORELAND PERMIT BY NOTIFICATION #2021-03653 (12/09/2021).
5. PER RCRD 6381-0072 RELEASE OF DEED RESTRICTIONS (RCRD 2538-2030), UNIT 2 WILL CONVERT TO SINGLE FAMILY STATUS UPON RECORDING OF THIS PLAN.
6. UNIT 1 = 1824 SF±, LIMITED COMMON AREA = 1382 SF±
   UNIT 2 = 913 SF±, LIMITED COMMON AREA = 970 SF±.
7. SUBSTANTIVE FUTURE ALTERATIONS TO OR REPLACEMENT OF EITHER UNIT WILL REQUIRE RECORDING OF AMENDED CONDOMINIUM SITE AND FLOOR PLANS.
8. A WAIVER IS REQUESTED FROM THE REQUIREMENT FOR DETAILED PLANS SINCE NO NEW DEVELOPMENT OR SITE ALTERATIONS ARE INCLUDED IN THIS APPLICATION.
9. EXISTING SEALED AREA (±73%) TO REMAIN UNCHANGED.
10. EXISTING SEWER ;LINES ARE ESTIMATED FROM DPW RECORDS. ANY UNIT 2 RECONSTRUCTION TO INCLUDE SEPARATE SERVICE TO STREET AS DIRECTED BY DPW.

HAMPTON PLANNING BOARD

DATE: 8/25/22

OWNER OF RECORD:

MARY VIRGINIA SMITH
809 OCEAN BLVD, HAMPTON NH 03842
TAX MAP 197 LOT 37, LOT AREA 5089 SF±
RCRD 2570-0755, REF. RCRD PLAN D8278



SITE AND FLOOR PLANS
NINTH AND OCEAN CONDOMINIUM
809 OCEAN BLVD AND 1 NINTH ST
TAX MAP 197 LOT 37
HAMPTON, NH

SCALE: AS NOTED APRIL 22, 2022

REVISED 06/14/22

STANDARD URBAN PROPERTY SURVEY
PREPARED BY
STOCKTON SERVICES
247 LANDING ROAD, HAMPTON NH 03842
603 929-7404

D-43483

Town of Hampton, NH
DRIVEWAY APPLICATION AND PERMIT- APPENDIX A

Application Date:	Application Fee: ☒ $50.00 ☐ $250.00 (After the Fact) Bond Fee: ☐ $500.00	Permit No. (Staff Only): DP-356

PERMIT INFORMATION

Permit Address: 809 Ocean Blvd and 1 9th Street

Map: 197 **Lot:** 37

Is driveway within the *Wetland Conservation District ☐ YES ☒ NO

Primary Use:
- ☒ Residential Single or Two Family prop
- ☐ Residential Shared or Multi Family exis
- ☐ Commercial/ Industrial
- ☐ Other Explain) _____

New or Existing Driveway:
- ☐ New Driveway
- ☐ Existing Driveway to be resurfaced**
- ☒ Existing Driveway with changes

**Sealcoating does not require a permit

Dig Safe Number: 20214512319

Dig Safe Start Date / Time:

Name of Contractor: Carpentier Construction

Mailing Address: 12 Campbell Drive, Hampton, NH 03842

Telephone: (603) 918-9587

Name of Property Owner: Mary Virginia Smith

Mailing Address: 809 Ocean Blvd, Hampton, NH 03842

Telephone: (603) 926-5193

Do you want your permit emailed: ☒ YES ☐ NO (Permit must be posted outside and be visible for inspection)

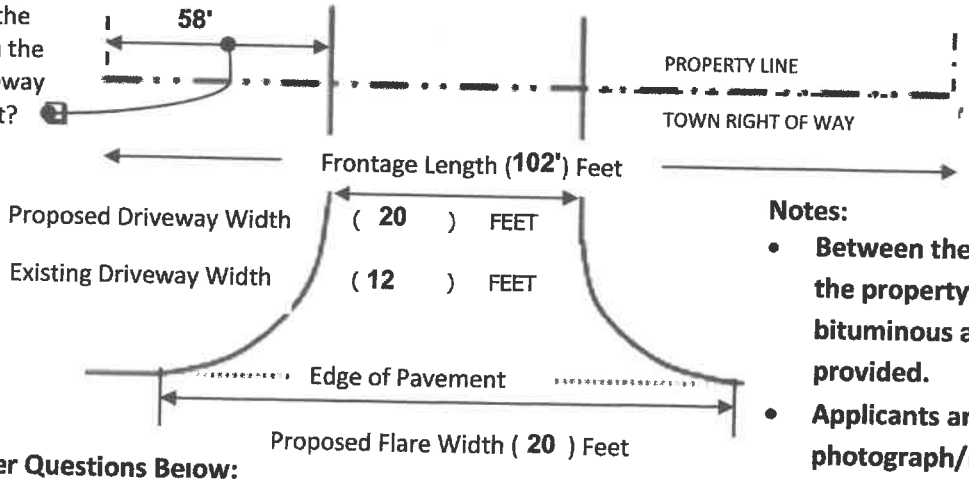
If so, enter email address here: virginia.hampton@gmail.com norman@carpentierconstruction.com

***Wetland Conservation District:** *More information can be found in Section 2.3 of the Zoning Ordinance. If necessary, contact the Conservation Coordinator for assistance at 603-929-5808. (If the yes box is checked, the Driveway Application and Permit will not be issued until a Wetlands Permit is approved by the Planning Board and the appeal period on said permit has lapsed).* **no**

PROPOSED DRIVEWAY PLAN

FILL IN ALL DIMENSIONS

Is the distance to the property line from the throat of the driveway greater than 2 feet?
x YES ☐ NO


58'
PROPERTY LINE
TOWN RIGHT OF WAY
Frontage Length (102') Feet
Proposed Driveway Width (20) FEET
Existing Driveway Width (12) FEET
Edge of Pavement
Proposed Flare Width (20) Feet

Notes:
- **Between the edge of pavement and the property line a minimum 3' bituminous asphalt apron must be provided.**
- **Applicants are encouraged to include a photograph/image of the existing driveway with their application**

Applicant to Answer Questions Below:

1. What is the existing driveway material(s): **asphalt**
2. What is the proposed driveway material(s): **asphalt**
3. What work is proposed (explain): **relocate and widen existing driveway**
4. Is there a catch basin or a culvert located within 25 feet of the driveway? ☐ YES ☒ NO
   Is there a utility pole within 10 feet of driveway? ☒ YES ☐ NO **cannot be moved**
   If yes to either question above, show locations of drainage structure, size and materials of culvert on plan
5. What is the Percent of Impervious Lot Coverage: Existing: _____ Proposed: _____

(Only needed for a new driveway or expanded driveway that adds impervious pavement to an existing driveway. See the attached Impervious Coverage Form or contact the Conservation Coordinator for assistance at 603-929-5808)

70 sf of impervious will be removed to offset 70 sf new pavement (no increase in impervious)

TOWN OF HAMPTON – APPENDIX A: DRIVEWAY APPLICATION AND PERMIT **PERMIT NO.** 3310

Pursuant to RSA 236:13, Permission is requested to construct # 1 **driveway entrance**(s) to property on the **south** side of **9th street** (Road Name), in the Town of Hampton at a location which will meet the requirements for safety specified by the Town. The above named contractor has been hired to perform the work, and will be responsible for construction of said driveway in conformance with the plans and requirements on this permit.

As the property owner/applicant, I hereby agree to the following:

1. To construct driveway entrance(s) at permitted location in accordance with applicable state statutes, Town of Hampton Driveway Regulations and the drawings for driveway entrances as part of this permit and acknowledge that it is the property owner's responsibility to maintain all driveway improvements within the Town's right-of-way.
2. To hold harmless the Town of Hampton and its duly appointed agents and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
3. To furnish and install drainage structures that are necessary to maintain existing highway drainage and adequately handle runoff resulting from development.
4. To post or cause to have posted a performance bond in the amount of $500.00 to guarantee construction of said driveway in compliance with the terms and conditions of the permit and to cover any damages that may occur to Town property as a result of construction associated with development on the parcel. Certificate of such bond, (minimum $500.00) **shall be filed with the DPW and held by the Town** (may be posted by owner or contractor) and shall remain in effect until completion of final work and final inspection and signoff by DPW.
5. If any materials other than bituminous asphalt are proposed within the Town's right of way, to seek and obtain permission from the Board of Selectmen in order to utilize such other materials and to sign a Hold Harmless and Indemnification Agreement to be recorded in the Rockingham County Registry of Deeds that will entail holding harmless the Town of Hampton and its duly appointed agents and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit, including procuring and keeping in force a policy of property and liability insurance that names the Town as an additional insured and carries a minimum coverage limit of $2,000,000.
6. **No work will begin until such permit is issued.** Permit may take up to 72 hours to be issued. All work within the Town's right-of-way must occur between May 1st and October 31st unless permission is obtained from the Director of Public Works upon approval by the Town Manager. Failure to adhere to the provisions of this application and permit shall render this permit null and void and the Town is hereby empowered to utilize the performance bond monies to correct any deficiency.

_____ Owner Signature Date ____/____/____

_____ Contractor Signature Date 11/10/21

FOR OFFICE USE ONLY

Application Fee: ☐$50.00 ☐ $250.00 (After the fact) ☐ Waived: (Reason)_____

Date sent to ConCom: _____ Excavation Permit Required/Issued :☐ YES ☐ NO

Con Com Issues: ☐ YES ☐ NO Excavation Permit Number: _____

DPW Permit #_____ Bond Type: ☐ Group ☐ Check ☐Waived

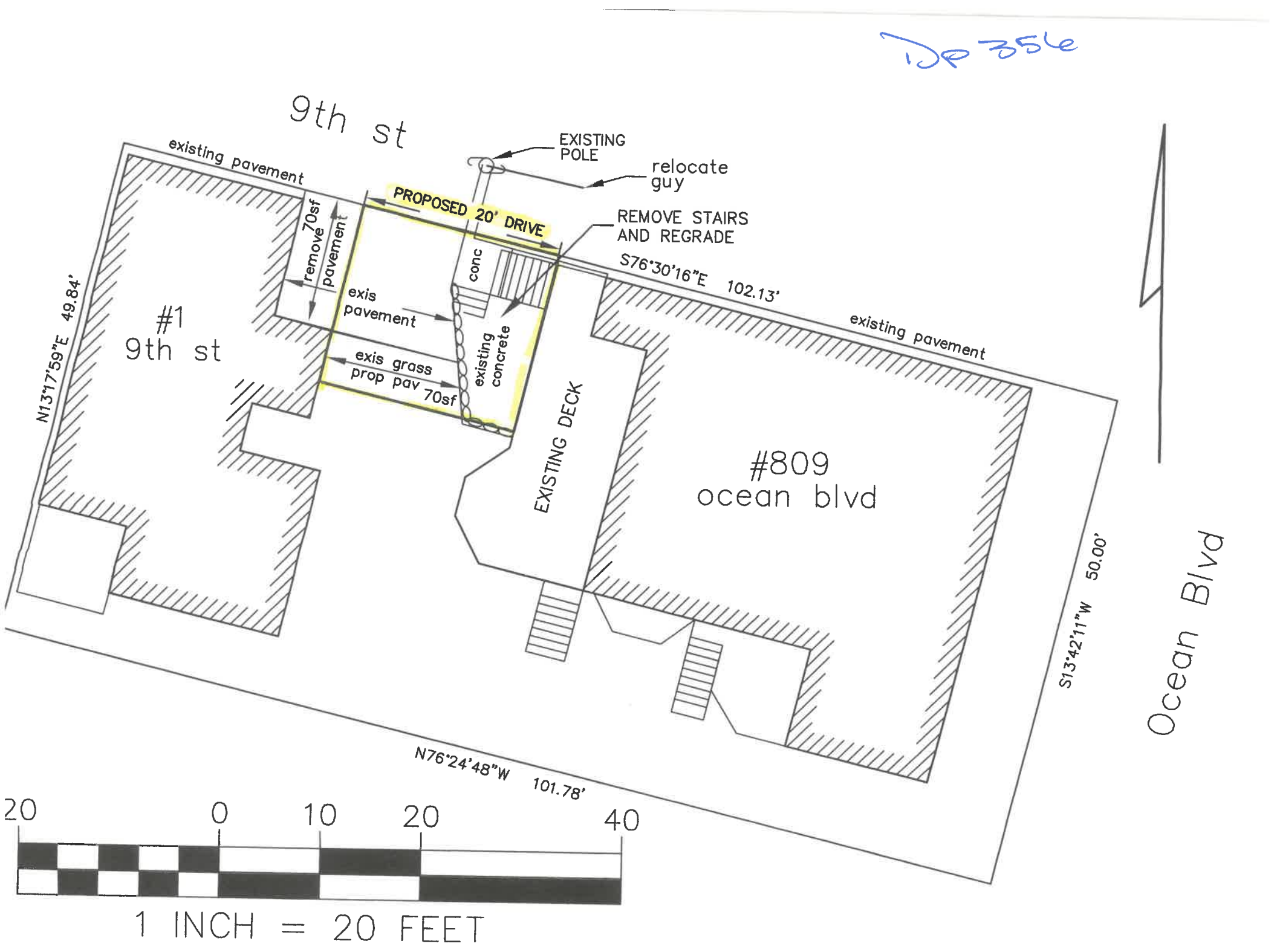
DENIALS/APPROVALS/INSPECTIONS

PRE INSPECTION DATE:	Signature:	Special Notes:
DENIAL DATE:	Reason for Denial:	
PB APPROVAL DATE:	Signature:	
DPW APPROVAL DATE:	Signature:	
POST INSPECTION DATE:	Signature:	

Note: This permit only valid after Town's Issuing Official has signed and dated. Do not start work on your Driveway until you are issued a properly signed and dated document.

(Last Rev. 03-03-21)

DP 356


9th st
existing pavement
EXISTING POLE
relocate guy
PROPOSED 20' DRIVE
REMOVE STAIRS AND REGRADE
remove 70sf pavement
conc
S76°30'16"E 102.13'
existing pavement
N13°17'59"E 49.84'
#1 9th st
exis pavement
exis grass
prop pav 70sf
existing concrete
EXISTING DECK
#809 ocean blvd
S13°42'11"W 50.00'
Ocean Blvd
N76°24'48"W 101.78'
20 0 10 20 40
1 INCH = 20 FEET

INTER-OFFICE MEMO
TOWN OF HAMPTON

DATE:

TO: Finance

FROM: DPW

SUBJECT: Driveway Permit Deposit

Driveway / Obstruction Permit **Acct # 010-000-34011-0000-7250**

Check Date: Nov 12, 2021

Check From: Mary Virginia Smith

Check #: 2664

Amount: 50

Permit #: DP-356

Permit Location: 809 OCEAN BLVD

Driveway Bond **Acct # 010-000-20221-0000-2055**

Check Date: Nov 12, 2021

Check From: Mary Virginia Smith

Check #: 2664

Amount: $500

Permit #: DP-356

Permit Location: 809 OCEAN BLVD.

This was toward the end of a lot of back and forth about the declarations….. in keeping with the general nightmare quality of this job

DECLARATION OF CONDOMINIUM

OF

NINTH AND OCEAN CONDOMINIUM

WHEREAS, MARY V. SMITH of 809 Ocean Boulevard, Hampton, New Hampshire is the owner of the land and buildings to be described herein located in Hampton in the County of Rockingham and State of New Hampshire, hereby declares her intent to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by New Hampshire Revised Statutes Annotated, Chapter 356-B (the "Condominium Act"). The owner shall henceforth be called the "Declarant" and/or "Developer" for purposes of this Declaration, and said terms shall apply to the owner, her successors, heirs and assigns. The condominium is located at 809 Ocean Boulevard, Hampton, County of Rockingham and State of New Hampshire.

I. DEFINITIONS

The terms hereby used shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires.

A. **Association** means the **NINTH AND OCEAN CONDOMINIUM ASSOCIATION** and its successors.

B. **Common Area** means the area, facilities, and all portions of the Condominium other than Units. Unless the sense is otherwise the term "Common Area" shall include the Limited Common Area.

C. **Limited Common Area** means those two areas of the Common Area one of which is reserved for the exclusive use of one of the Units and the other of which is reserved for the exclusive use of the other Unit.

D. **Common expenses** include all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves pursuant to the provisions of the condominium instruments.

E. **Owner** means the owner or owners of either Unit.

F. **Singular, plural, gender:** Wherever the context so permits, the use of the singular, the plural, and the use of any gender shall be deemed to include all genders.

II. LEGAL DESCRIPTION BY METES AND BOUNDS OF THE LAND SUBMITTED AS REQUIRED BY R.S.A. 356-B:16 (c):

The metes and bounds of the submitted land is as follows:

A parcel of land with the buildings thereon located on Ninth Street and Ocean Boulevard in Hampton, County of Rockingham and State of New Hampshire, , containing 5089 sq ft more or less as shown on a plan entitled, "Site and Floor Plans, Ninth and Ocean Condominium, 809 Ocean Blvd and 1 Ninth St, Tax Map 197 Lot 37, Hampton, NH" dated April 22, 2022, revised 06/14/22, and recorded in the Rockingham County Registry of Deeds as Plan #_____.

Beginning at a set iron pipe ~~set~~ at the intersection of Ocean Boulevard and Ninth Street; thence running South 13° 42' 11" West along Ocean Boulevard a distance of 50.00 feet to a found iron pipe ~~set~~ at land now or formerly of Joshua J. and Dana L. Daigle; thence turning and running N 76°24'48" W along said Daigle land a distance of 101.78 feet to a found iron pipe at land now or formerly of Constance E. Kuzmier and Karl D. Brommer; thence turning and running along said Kuzmier and Brommer land North 13° 17' 59' E a distance of 49.84 feet to a pk nail set at Ninth Street; thence turning and running S 76° 30' 16" E along Ninth Street a distance of 102.13 feet to the point of beginning~~.~~

Subject to any easements and encumbrances of record.

Meaning and intending to convey the same premises conveyed to Mary V. Smith by deed dated October 28, 1985 and recorded in the Rockingham County Registry of Deeds at Book ~~2470~~2570, Page 0755 (the "Registry").

III. DESCRIPTION OF THE BOUNDARIES OF THE UNITS INCLUDING THE

HORIZONTAL BOUNDARIES AS WELL AS THE VERTICAL BOUNDARIES AS REQUIRED BY R.S.A. 356-B:16(d):

The Condominium consists of a total of two (2) Units, each of which is located in a separate structure, the structures of which are shown on the Plan.

The Unit boundaries are as follows:

1. Vertical Boundaries

   The vertical boundaries of each Unit shall be:

   (i) Upper Boundary: The upper boundaries of each Unit shall be the finished upper surface of the roof of each Unit, including all protuberances through or upon said roof.

   (ii) Lower Boundary: The lower boundaries of each Unit shall be the bottom surface of the Unit's foundation.

2. Horizontal Boundaries

   The horizontal boundaries of each Unit shall be the exterior finished surfaces of the walls (including doors and windows) of the building and where there is attached to the building a stairway, deck or other portion of the building servicing only that Unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures.

3. For specific dimensions and elevations refer to the Plan.

IV. DESCRIPTION OF THE LIMITED COMMON AREAS, SHOWING OR DESIGNATING THE UNITS TO WHICH EACH IS ASSIGNED.

Parking space P1 shown on the Plan, together with the two decks, stairways and patio in P1are Limited Common Area for Unit 1 and parking spaces P1 and P2 are Limited Common Area of Unit 2. There are no other Limited Common Areas.??????????
(I don't know how you want to say this, but the decks and stairs are part of the units (as already stated above and on the plan) and the parking spaces are IN the respective limited common areas, P1 is within Unit 1 LC, P2 is within Unit 2 LC)

V. DESCRIPTION OF ALL COMMON AREAS NOT WITHIN THE BOUNDARIES OF ANY CONVERTIBLE LAND, WHICH MAY SUBSEQUENTLY BE ASSIGNED AS LIMITED COMMON AREAS.

There are no Common Areas which may be subsequently converted or assigned as Limited Common Areas.

VI. ALLOCATION TO EACH UNIT OF AN UNDIVIDED INTEREST IN THE COMMON AREAS IN ACCORDANCE WITH R.S.A. 356-B:17.

The undivided interest in the Common Area is Fifty (50) Percent attributable to each Unit. Does this make sense when there is no common area? The limited common areas are not equal, does that matter?

VII. STATEMENT OF PURPOSES, USE, AND RESTRICTIONS, AS REQUIRED BY NEW HAMPSHIRE R.S.A. 356-B:16(h).

The Units and ~~Common Area~~ Limited common Areas? shall be occupied subject to the following restrictions:

A. Each Unit is intended for residential use only by the Unit Owner and any of the Owner's family, and no Unit may be rented, leased or let for any period or in any manner, except upon prior approval by the Owners of both Units and only upon such conditions as such other Owner may stipulate.

B. No building shall, except as herein provided, be used for any commercial, professional, or other purpose which does not comply with the provisions of the Declaration and the provisions of the Hampton Zoning Ordinance.

C. Nothing shall be done or kept in any Unit or in either Limited ?? Common Area which will increase the rate of insurance in those areas without the prior written consent of the Association. No Owner shall permit anything to be done or kept in that Owner's Unit or ~~in the~~Limited? Common Area which will result in the cancellation of insurance of any Unit or any part of any Limited ~~the~~ Common Area which would be in violation of any law.

D. No waste shall be permitted in the Common Area.?????? What does this mean?

E. No sign of any kind shall be displayed to the public view on or from any Unit without the prior written consent of the Association's Board of Directors (the "Board").

(More mentions of Common area that I don't know what to do with……)

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in either Unit or in any of the Common Area that poses an annoyance, nuisance or danger to any Owner or any visitor, guest or tenant of any Owner.

G. No noxious or offensive activities may be permitted on either Unit, or Limited Common Area, nor shall anything be done therein which is or may become an annoyance or nuisance to the Owners of the other Unit for any reason, including noise, cleanliness or obstructions.

H. Nothing shall be altered or constructed or removed from any Limited Common

Area without the prior written consent of the Owners of both Units. ???? Does Ginny want this? And shouldn't this exclude the Unit 2 plan?

I. There shall be no violation of the rules of the use of either of the Units or Limited Common Area as may be adopted by the Association.

J. Units may be rented only in their entirety ~~and~~ or?? occupied only by the Lessee and/or the Lessee's immediate family, and his/her guests. The total number of occupants per Unit shall at no time exceed the number set forth in any regulations of the Town of Hampton.

K. RESTRICTIONS:

The following are prohibited:

a. Boats, all-terrain vehicles, off-road vehicles, snowmobiles, water craft, trailers, motor homes, campers, R.V. vehicles, buses and any other vehicles that exceed the dimension of the parking spaces;

b. Additions or outbuildings, unless prior written approval has been obtained from the Owners of the other Unit. And the town??

VIII. MANNER OF DETERMINING APPROPRIATE ACTION FOLLOWING DAMAGE TO ANY PORTION OF THE CONDOMINIUM BY FIRE OR OTHER CASUALTY AS REQUIRED BY R.S.A. 356-B:16(i).

A. **Limited Common Area**: If the casualty loss is to a ????Common Area or Limited Common Area, it shall be reconstructed or repaired at the expense of the Association from the Master Casualty Policy. If the proceeds of insurance are not sufficient to fully defray the estimated cost of reconstruction and repair of any Limited Common Area, or upon completion of reconstruction and repair the funds for the payment of the cost thereof are insufficient, assessments shall be made against the Owners of both Units equally, in sufficient amount to provide funds for the payment of such cost. I'm confused….

B. **Unit**: If the casualty loss is to a Unit, it shall be reconstructed or repaired by the Owners of that Unit from the proceeds of the Master Casualty Policy referred to in Article XV. In the event such proceeds are insufficient to cover such reconstruction or repair, the shortfall shall be at the expense of the Owners of such Unit. Such reconstruction or repair shall be commenced within thirty (30) days of the loss and completed within ninety (90) days of the loss.

C. **Reconstruction and Repair**: Any reconstruction of or repair to a Unit shall either be substantially the same as the previous design and dimensions of the Unit or such other design and dimensions agreeable in writing by the Owners of the other Unit.doesn't this contradict the plan to remove and replace Unit 2?

D. **Estimate of Costs**: Immediately after determination to rebuild or repair damaged property, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

WHY DO WE NEED A MASTER INSURANCE POLICY?? I'M TOLD IT'S NOT REQUIRED FOR FREE-STANDING UNITS AND NO COMMON AREA,

E. **Construction Funds**: The funds for payment of costs of reconstruction and repair after casualty shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Owners and shall be disbursed in payment of such costs in the following manner:

1. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of costs of reconstruction and repair.

2. The proceeds of insurance collected on account of casualty and the sums collected from Owners as assessments on account of casualty shall constitute a construction fund from which the Association:

   a. Shall disburse the construction funds in payment of such costs upon the order of the Association. It shall be presumed that the first monies distributed in payment of the costs of reconstruction and repair shall be from the insurance proceeds. If there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund was established, such balance shall be distributed to the beneficial Owners of the funds in the proportion in which they contributed.

IX. EASEMENTS

Easements are reserved to the Condominium as may be required for utility services in order to adequately serve the property, which include, without limitation, water, electric, telephone, and cable/internet. The Condominium is subject to existing easements serving adjacent properties as noted in the Rockingham County Registry of Deeds at Book 2538, Page 2030.

Further, each Unit Owner shall have access to and over the shared single sewer service for the purposes of maintenance, repair and replacement responsibilities. The Unit Owners shall equally share the cost of said maintenance, repair and replacement (the "work"), unless said necessary work is limited to the limited common area for one Unit. In such event the cost of said maintenance, repair and replacement shall be borne by the owner of the said affected Unit. A separate service for Unit 2 will be installed if or when the Unit is rebuilt, after which each Unit will have access to and be responsible for the maintenance or repair of its own service. This is not what I suggested, is there a reason why?

X. ALTERATION OF UNITS

No alteration of either Unit which encroaches into the other Unit??????? is permitted except upon the approval in writing of the other Owner and upon the condition that the Owners proposing such alterations shall be solely responsible for the preparation and recording of an amended site plan and floor plans setting out such alterations.

The Declarant reserves the right for a period of two years after the recording of this document, to remodel or demolish and rebuild Unit #2 as a single-family dwelling unit without any approval from the Owner of Unit #1. Can this be less combatively stated? The Declarant shall be responsible for the preparation and recording of any necessary amended condominium site and floor plans and condominium documents and obtaining the necessary Town and any other required regulatory ~~municipal and government~~ approvals. There is concern that 2 years may not be enough.

XI. AMENDMENTS

Except as to item C,

This Declaration of Condominium may be amended only by a vote of the Owners of both Units and by an instrument in writing signed, acknowledged, and recorded as provided in Section 11 of the Condominium Act and such amendment shall be effective upon recording in the Registry, subject to the following:

A. **Notice:** Notice of the subject matter of a proposed amendment shall be included in notice of any meeting at which the proposed amendment is to be considered.

B. **Pro viso:** No amendment shall discriminate against any Unit or against the Owner of any Unit unless the Owners affected shall consent in writing; and no Amendment shall change any Unit or the share of Limited Common Area appurtenant to it, or increase an Owner's share in the Limited Common Area unless all the record Owners of the Units concerned and all the record holders of mortgages thereon shall join in the execution of the amendment; however, anyone dealing with the Association or attempting to establish title to a particular Unit in the absence of actual knowledge of discrimination on the part of the Association may conclusively rely upon the validity and legality of any amendment to this Declaration recorded in the Registry if said amendment is signed, acknowledged, and recorded in compliance with this Article XI. The amendment of this Declaration shall not make any change in the section entitled "Insurance" or in the section entitled "Manner of Determining Appropriate Action Following Damage to any Portion of the Condominium by Fire or Other Casualty" unless all the Owners and all the record holders of mortgages on the Units join in the execution of the amendment. Furthermore, no amendment of this Declaration

shall be made which contravenes any terms of the Act or the Hampton Zoning Ordinance or any conditions or requirements of the Town of Hampton.

C. **Exception**: In the event that the Declarant renovates or demolishes and rebuilds Unit #2 as more specifically set forth in paragraph X, the Declarant is hereby authorized to execute any necessary amendments to the condominium documents required in connection with the renovation or rebuild of Unit #1, and the signature of any owner of Unit #1 will not be required. Is this legal?

XII. MAINTENANCE, ALTERATION, AND IMPROVEMENT

Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

A. **By the Association:** The Association shall maintain, repair, and replace all portions of the Common Area ?????at the Association's expense, including removal of snow from all common areas, including the parking spaces.
Can't owners take care of their own LC area?

B. **By the Unit Owners:** The Owners of each Unit shall maintain, repair, and replace all portions of such Owner's Unit and shall be responsible for the removal of trash and recyclables from such Owners' Unit. Such trash and recyclables shall be contained in appropriate containers kept within that designated area marked as a "T" (trash enclosure) off of the patio of Unit #1 on the Plan and shall be brought to the curb for municipal pickup in accordance with the policies of the Town regarding such pickup. There is a designated trash area for each unit shown on the plan.

C. **Common Areas Alteration and Improvement:** There shall be no alteration nor further improvement of the ??????Common Area without prior approval in writing by the Owners of each of the Units; provided, however, that any alteration or improvement of the Common Area not bearing the approval in writing of the Owners of each of the Units, which does not interfere with the rights of any Owners not giving such approval, may be done if the Owners not giving their approval are exempt from the cost thereof. Otherwise, such cost shall be assessed to the Owners of each of the Units as a common expense.

XIII. ASSESSMENTS

The Owner or Owners of each Limited Common Area shall be liable for an equal share of the common expenses and shall share in the common surplus subject to the following:
This doesn't make sense to me. Why can't owners take care of their own LC area?

A. **Interest, Application of Payments:** Assessments paid ten (10) or

more days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum until paid. All payments upon Account shall be first applied in interest and then to assessment.

B. **Lien for Assessment:** The lien for unpaid assessments as provided in Section 46 of the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment in the enforcement of such lien from the date when due until paid. All payments upon account shall be first applied to interest and then to such assessment.

Stopped here

XIV. ASSOCIATION

The operation of the Condominium shall be by an unincorporated or incorporated Association as the members of the Association may elect, which shall be organized and shall fulfill its functions pursuant to the following provisions:

A. **Name:** The name of the Association shall be the **NINTH AND OCEAN CONDOMINIUM ASSOCIATION**.

This is above my pay grade but seems not very practically applicable to 2 units and 2 owners. Is this how all condexes are done?

B. **Powers and Duties:** The Association shall have all of the powers and duties as set forth in the Act except as limited by this Declaration and all of the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration and By-Laws as amended from time to time.

C. **Membership in the Association:**

1. **Qualification:** The members of the Association shall consist of all the record current Owners of the Units.

2. **Change of Membership:** Change of membership in the Association shall be established by recording in the Registry a deed establishing record title to a Unit. The grantees of such deed shall thereby become members of the Association, at which time the membership of the prior Owner shall terminate.

3. **Voting Rights:** A member of the Association shall be entitled to cast one (1) vote for each Unit owned by that member. Where there is more than one record Owner of any Unit, any of such persons may attend any meeting of the Association, but may cast a vote only if those persons act unanimously.

4. **Restraint Upon Assignment of Shares in the Association:** The share of a member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

D. **Board of Directors:** The affairs of the Association shall be conducted by the Board who shall be designated in the manner provided in the By-Laws.

E. **Indemnification:** Every officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer of the Association, or any settlement thereof, whether or not he is an agent or officer at such time the expenses are incurred, except in such cases where in the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification hereby shall apply only when the Association approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

F. **Limitation Upon Liability of the Association:** Notwithstanding the duty of the Association to maintain and repair the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

G. **By-Laws:** The By-Laws of the Association shall be in the form attached hereto as Appendix A.

H. **Property and Trust:** All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in trust for the membership in accordance with the provisions of this Declaration.

XV. INSURANCE

A. ~~A.~~ The Board shall obtain and maintain: AGAIN, INSURANCE PEOPLE TELL ME A MASTER POLICY IS NOT NECESSARY IN OUR CASE.

1. A Master Casualty Policy affording fire and extended coverage in an amount equal to the full replacement value of the structures and the

Common Area.

2. A Master Liability Policy in an amount of at least Five Hundred Thousand ($500,000) Dollars covering the Association, the Board, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium, and all unit owners and other persons entitled to occupy any Unit or other portion of the Condominium.

3. A Workers Compensation Policy if required by law.

4. A Flood Insurance Policy to the extent and in such amounts as same may be or may become available to the Condominium premises.

B. The Owners of the individual Units shall be responsible for obtaining and maintaining their own casualty insurance for the contents of their Unit, including furniture, furnishings, and other personal property under an HO.6 Homeowners Policy or other policy providing similar coverage. Said Owners shall also obtain and maintain liability coverage within the boundaries of their Unit or as set forth in Article III.

XVI. PARTITION

There shall be no judicial partition of the Condominium or any part thereof, nor shall any person acquiring any interest in the Condominium or any part thereof seek any judicial partition until the happening of the conditions set forth in Article VIII in the case of damage or destruction, or unless the property has been removed from the provisions of Section 34 of the Act, provided, however, that if any Unit is owned by two or more Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such Owners apart from the other Unit.

XVII. INTERPRETATION

The provisions of the Declaration shall be liberally construed in accordance with the common law and statutory law of the State of New Hampshire in order to affect its purpose of creating a uniform plan for the development and operating of a condominium project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

XVIII. SEVERABILITY

The provisions hereof shall be deemed dependent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof, unless the purposes of this Declaration cannot be achieved in the absence of the invalid provision.

XIX. FHLMC, FNMA AND FHA COMPLIANCE NO CLUE ABOUT THIS SECTION SO NO COMMENT BUT YIKES IT IS ALL NECESSARY?

Notwithstanding anything to the contrary elsewhere in this Declaration, the following provisions shall govern and be applicable insofar and for so long as the same be required in order to qualify mortgages of Units, for sale to the Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA) and to the Federal Housing Administration (FHA) under laws and regulations applicable thereto and until such time thereafter as amended in accordance with Article XI:

Section 1. A first mortgagee of a Unit shall, at the request of such mortgagee, be entitled to written notification from the Directors of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the By-Laws, which is not cured within sixty (60) days.

Section 2. Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title of such Unit by the mortgagee.

Section 3. Except as provided in the Act in case of condemnation or substantial loss to the Units and/or Common Area, unless all of the first mortgagees have given their prior written approval, the Owners and the Association shall not be entitled to: (i) by act or omission, seek to abandon or terminate the Condominium; (ii) change the Percentage Interests or obligations to any Unit for purposes of (a) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards or (b) determining the pro rata share of ownership of each Unit in the Common Area; (iii) partition or subdivide any Unit; (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or any part thereof. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Declarant or the Association shall not be deemed a transfer within the meaning of this clause; (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of such Property; or (vi) amend, modify or otherwise change any rights or obligations under this Declaration or the By-Laws.

Section 4. First mortgagees of Units shall have the right to examine the books and records of the Association.

Section 5. An adequate reserve fund for maintenance, repairs and replacements of any Common Area, which must be replaced on a periodic basis, shall be established by the Association and shall be funded by regular monthly payments rather than by special assessments.

Section 6. No provision of any Deed or of this Declaration, the By-laws or the Rules

shall be construed to grant to any Owner, or to any other party, any priority over any rights of first mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to, or a making of, Units and/or the Common Area or any portions thereof. The distribution of insurance proceeds to the Board, as trustees for the Owners and their mortgagees, pursuant to Article VIII, shall not be deemed to constitute a "distribution to Owners" within the meaning of this paragraph.

Section 7. This Declaration and the By-Laws contain provisions concerning various rights, priorities, remedies and interests of first mortgagees of Units. Such provisions are to be construed as covenants for the protection of such mortgagees on which they may rely in making loans secured by mortgages on the Units. Accordingly, any Owner who mortgages his Unit shall notify the Board of the name and address of the first mortgagee of such Unit and shall file a conformed copy of the mortgage with the Board. All mortgagees with respect to which the Board has received such notice shall be given written notice of any damage or loss where the costs of restoring the Common Area exceeds Ten Thousand ($10,000.00) Dollars and the first mortgagee of a Unit shall be given written notice of damage or loss of the unit covered by its mortgage where the cost of restoration of such damage or loss exceeds One Thousand ($1,000.00) Dollars, the Board is made aware of such damage or loss and notice of such mortgage has been supplied to the Board.

Section 8. If FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units:

a. The Board shall be required to obtain and maintain, to the extent obtainable and permitted by applicable law, such insurance other than that which may be required hereunder or under the By-Laws, or in such amounts and containing such terms, as may be required from time to time by FHLMC, FNMA or FHA, including but not limited to, dishonest acts on the part of the Directors, managers, employees or volunteers responsible for handling the Association's funds. All such insurance shall provide that an adjustment of loss shall be by the Directors and if FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or FHA (or all) holds such interests, and

b. Whenever any Unit and/or Common Area are damaged by fire or other hazard, the Directors shall give notice to such persons as may be required by FHLMC, FNMA or FHA.

Section 9. Any agreement for professional management of the Condominium or any other contract providing for services by the Declarant must provide for termination on at least ninety (90) days' written notice and a maximum contract term of two (2) years.

Section 10. A written notice of each meeting of the Association stating the place, date and hour and the purpose of the meeting shall be given at least ten (10) days before the

meeting to the holder of such mortgage by mailing it, postage prepaid, to such mortgagee at its last or usual known address.

Section 11. If FHLMC, FNMA or FHA holds any interest in one or more mortgages on Units, an annual financial statement of the Association shall be rendered by them to all Owners and to such mortgagees requesting the same within ninety (90) days after the end of such fiscal year. Such annual financial statement shall be audited and contain the certification of a public accountant if required by whichever of FHLMC, FNMA of FHA (or all) hold such interests.

Section 12. So long as FHLMC, FNMA or FHA holds any interest in one or more mortgages of Units, any decision by the Directors or Owners to terminate professional management of the Association shall, if FHLMC, FNMA or FHA so requires, require approval of the holders of all first mortgages of record of Units.

XX. RESOLUTION OF DISPUTES - ARBITRATION

In the event that there may be at any time or from time to time any dispute, disagreement, deadlock or any matter which shall affect the operation, integrity or pertain to the Condominium and which shall pursuant to the Declaration or By-Laws, require the consent or agreement of both of the Owners which the Owners shall be unable to resolve, the following procedure and process shall apply:

1. Upon the determination by an Owner that the matter cannot be resolved by mutual agreement, the Owners shall agree upon an arbitrator to hear and resolve that matter within fifteen (15) days after such determination. If the

   Owners shall not be able to agree upon an arbitrator, either party shall have the right to petition the Superior Court of Rockingham County for the appointment of an arbitrator.

2. The arbitrator shall have the authority to establish such rules of procedure or conduct of any hearing or proceeding as the arbitrator shall deem advisable. Said authority shall include without limitation, a determination of how the arbitrator shall be compensated. The decision of the arbitrator shall be deemed final and unappealable and the Owners shall be deemed to have waived any statutory or other right to appeal or otherwise contest the decision of the arbitrator. The costs of such arbitration shall be equally divided between the parties. In the event either party elects to be represented by an attorney, that party shall be responsible for that attorney's fees regardless of the outcome of the arbitration.

XXII. EFFECTIVE DATE

This Declaration shall take effect upon recording in the Registry.

IN WITNESS WHEREOF, the undersigned has placed her hand on this ____day of _____, 2022.

_____ _____

Witness **MARY V. SMITH**

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS. _____, 2022

Personally appeared the above named **MARY V. SMITH**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me,

_____
Notary Public
My Commission Expires: _____

A P P E N D I X A

BY-LAWS OF NINTH AND OCEAN CONDOMINIUM

I. BOARD OF DIRECTORS

The affairs of the Association of Owners shall be conducted by a Board of Directors (the "Board) consisting of two (2) directors, one from each of the Units.

A. **Election and Meetings**:

1. Within sixty (60) days after the Declaration of Condominium is recorded the Owners of the Units shall call the first meeting of the Association.

2. The purpose of this first meeting of the Association shall be to elect the Board.

3. After the election of the Board, the Board shall choose from among the

Board members, the president, treasurer, and secretary of the Association. The president and treasurer may not be from the same Unit.

B. **Term**: The members of the Board shall serve for one (1) year. At each annual meeting, the Association shall elect a new Board, one of which Directors shall be an owner (or beneficiary, member or shareholder of such owner) of Unit #1 and the other of which shall be an owner (or beneficiary, member or shareholder of such Owner) of Unit #2. Any member shall be elected to the Board without regard to the number of terms he may have served. For the purposes of this section, a "member" of the Association includes both spouses or joint tenants or tenants in common, and any such person can be elected to the Board.

C. **Resignation and Removal**: Any member of the Board may resign at any time by giving written notice to the president and any member may be removed from membership of the Board by an affirmative vote of both of the Owners. Whenever there shall occur a vacancy on the Board due to death, resignation, removal, or any other cause, the remaining directors shall elect a successor director to serve until the next annual meeting of the Association, at which time said vacancy shall be filled for the unexpired term.

D. **Powers and Authority of the Board of Directors**: The Board, for the benefit of the Condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund the following:

1. Trash collection (with the exceptions of trash and recycables picked up by the Town of Hampton), snow plowing, electrical, telephone, and gas and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Units and Limited Common Area).

2. A policy or policies of fire insurance as the same are more fully set forth In the Declaration.STILL ASKING ABOUT SEPARATE POLICIES.

3. The services of a person or firm to manage its affairs (herein called the Manager") to the extent deemed advisable by the Board as well as such other personnel or property as the Board shall determine shall be necessary for the operation of the Common Area, whether such personnel are employed director by the Board or are furnished by ~~the~~ Manager.NO COMMON AREA TO MANAGE

4. Legal and accounting services necessary or proper in the operation of the Condominium or the enforcement of the Declaration.

5. Painting, maintenance, repair, and all landscaping of the Common Area, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area and access the cost thereof as a common expense.AGAIN NO COMMON

AREA

6. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or By-Laws or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of the Declaration.

AND AGAIN

E. It shall be the duty of the Board to prepare an annual budget, which shall be presented by the treasurer of the Association at the annual meeting of the Association or at any special meeting of the Association called for the purpose of acting upon budgetary or financial matters.

F. The Board shall have the right to establish rules and regulations relating to the use of any of the Common Area. ##$#@@!!

II. MEETINGS OF THE BOARD OF DIRECTORS AND ASSOCIATION MEETINGS

A. Two Directors of the Board shall constitute a quorum and if a quorum is present at any meeting, the decision of a simple majority of those Directors present shall constitute an act of the Board. Any member of the Board can call a meeting of the Board for any purpose relating to the powers and duties of the Board.IF 2 DIRECTORS IS ENOUGH WHY DO YOU NEED 4 OFFICERS?

B. The presence, whether by proxy or personal attendance, of at least one of the Owners of both Units at any meeting of the Association shall constitute a quorum. Unless otherwise provided in the Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of the Owners of each Unit.SAME AS A

C. Within ninety (90) days after the first meeting of the Board, the Board shall call a special meeting of the Association for the purpose of voting upon a budget for the Association and to vote upon such other matters, as the Board shall deem necessary. During the period between the date of the first meeting of the Association and the special meeting, the Board shall prepare a budget for the consideration of the Association for the period prior to the next annual meeting.

D. The annual meeting of the Association shall be held on the anniversary date of the first meeting of the Association, or at such other time as the Board shall decide.

E. Special meetings of the Association may be called at any time by any unit owner for the purpose of considering matters which by the terms of the Declaration require the approval of some or all of the unit owners or for such other reasonable purpose approved by the Board.

III. VOTING PROVISIONS

A. **Each Unit Shall Have One Vote**: Where there shall be more than one person having legal title to a Unit and more than one such person shall be present at any meeting of the Association, the vote pertaining to that Unit shall be cast only in accordance with the unanimous agreement of such persons.

B. **Proxies**. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owners or, in cases where the Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual notice to the person presiding over the meeting, by the Unit Owner, or by any of such persons that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice as aforesaid, or if the signature of any of those executing the same has not been duly acknowledged. The proxy of any person shall be void if not signed by a person having authority at the time of the execution thereof to execute deeds on behalf of that person. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. The Board shall retain all proxies for a period of three (3) years from the date of any meeting where the proxies are used.

C. **Notice of Meetings of the Association**. The secretary of the Board shall, at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, send to each unit owner notice of the time, place, and purpose or purposes of such meeting. Such notice shall be sent by United States mail, return receipt requested, to all unit owners of record at the address of their units or at such other mailing address as specified by the unit owner and made known to the Board in writing. The Secretary for the association shall prepare and maintain for three (3) years, after each meeting, an affidavit attesting that said notice was provided to all Owners in a manner conforming to Section 37 of the Act.

SERIOUSLY, DOES ALL THIS REALLY APPLY?

IV. OFFICERS OF ASSOCIATION

The officers of the Association shall be a president, treasurer, and secretary. It is anticipated that Board Members hold more than one of these said offices at the same time.

A. **President**. The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allowable to the presiding officer of an Association including the appointment of committees.

B. **Vice President**. The Vice President if any shall perform the duties of the President in the absence of the President.

C. **Treasurer**. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of income and expense payments to the authorized manager of the Association.

D. **Secretary**. The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association of Owners and shall keep such books and records as may be necessary and appropriate for the records of the Association and its Board of Directors.

V. COMMON EXPENSES

A. **Assessments**. During the period beginning with the first meeting of the Association, the members shall vote upon a budget and the amount of the monthly assessments, as provided in these By-Laws, and shall assess each Unit accordingly.

Upon the said vote of the Association establishing an assessment, the Association shall, thereafter, make all assessments for regular annual expenses and any special assessments.

B. **Default in Payment of Assessments**. Each monthly assessment and each special assessment shall be separate, distinct, and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectable as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. The Board, on behalf of the Association, shall have the authority to affect the lien procedures provided in Section 46 of the Act with regard to any unpaid assessments.SO ONE GUY DOESN'T PAY HIS TAXES AND REFUSES TO VOTE FOR A LIEN ON HIMSELF SO NO QUORUM, NO ACTION BY THE BOARD……

VII. SALE OF UNITS

In the event that any Owner shall contract to sell or transfer title to his Unit, he shall notify the Secretary within ten (10) days prior to such sale. The Board shall if requested provide the seller with a Certificate stating that all assessments relating to the subject Unit have been paid, if in fact

that is the case. Such Certificates may be recorded in the Registry provided that such assessments shall not have been paid and the seller of a Unit shall not satisfy such amounts prior to the time of the sale, the Board shall not issue the said Certificate.

THE FAILURE OF THE SELLER OF ANY UNIT TO ACQUIRE THE SAID CERTIFICATE SHALL BIND THE PURCHASER/GRANTEE TO PAY AND SATISFY ANY UNPAID ASSESSMENTS OF THE SELLER AND THE BOARD SHALL HAVE THE RIGHT TO ASSERT ALL OF ITS REMEDIES AGAINST SUCH PURCHASER/GRANTEE FOR ANY SUCH UNPAID ASSESSMENTS.

THE FAILURE OF ANY UNIT OWNER TO NOTIFY THE BOARD OF ANY PROPOSED SALE OR TRANSFER, WHETHER COMPLETED OR NOT, SHALL RESULT IN A FINE OF FIFTY ($50.00) DOLLARS, WHICH SHALL CONSTITUTE A SPECIAL ASSESSMENT AGAINST THAT UNIT.

VIII. RESALE BY PURCHASER

In the event of any resale of a Unit or any interest therein by any person, the prospective purchaser shall have the right to obtain from the Board, upon written request, and within ten (10) days of the receipt of such a request, those statements of condition as set forth in Section 58 of the Act:

1. Appropriate statements pursuant to Section 46 (VIII) and, if applicable, Section 47 of the Act.

2. A statement of any capital expenditures and major maintenance expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

3. A statement of the status and amount of any reserve for the major maintenance or replacement fund and any portion of such fund earmarked for any specified project by the Board.

4. A copy of the income statement and balance sheet of the Association for the last fiscal year for which such statement is available.

5. A statement of the status of any pending suits or judgments in which the Unit Association is a party defendant.

6. A statement setting forth what insurance coverage is provided for all unit owners by the Association and what additional insurance coverage would normally be secured by each individual Owner. UGH….

IX. AMENDMENTS

These By-Laws can be amended only by a vote of all of the Unit Owners. The President of the Association shall prepare, execute, certify and record in the Registry such amendments on behalf of the Association. Furthermore, no amendment to these By-Laws shall be made which contravenes any terms of the Act or the Hampton Zoning Ordinance or the approval by the Hampton Planning Board or as may subsequently be amended by the Hampton Planning Board. Any such amendment shall be recorded at the Registry in order to become effective.

IN WITNESS WHEREOF, the undersigned has placed her hand on this ____day of _____, 2022.

_____ _____

Witness **MARY V. SMITH**

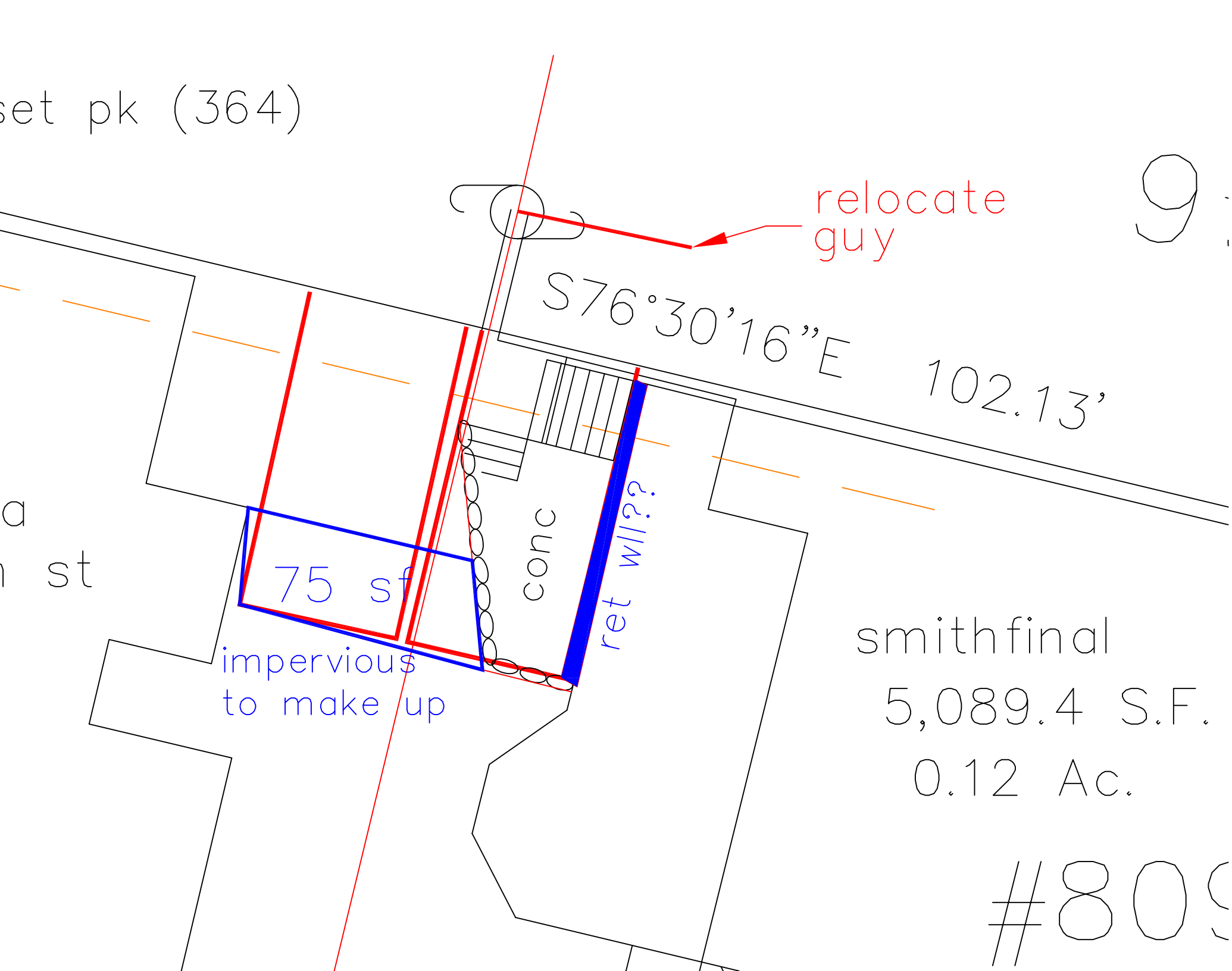
STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS. _____, 2022

Personally appeared the above named **MARY V. SMITH**, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me,

_____
Notary Public
My Commission Expires: _____

IF THERE ARE 2 OWNERS AND A DISAGREEMENT, THEN THERE WILL BE NO VOTE FOR BOARD ACTION, WHICH SEEMS TO INDICATE THAT THERE IS A LOT OF HARD TO UNDERSTAND LANGUAGE THAT DOESN'T REALLY APPLY HERE.
IF I WERE A PROSPECTIVE BUYER IT MIGHT SCARE ME AWAY.
I AM NOT QUALIFIED TO JUDGE ANY OF THIS, BUT WOULD LIKE TO BE SURE THAT THIS DOCUMENT BEEN GIVEN THE NECESSARY ATTENTION TO DETAIL RELEVANT TO THIS PARTICULAR PROPERTY BY PEOPLE WHO KNOW MORE THAN ME ABOUT THIS STUFF.


set pk (364)
relocate
guy
S76°30'16"E 102.13'
conc
ret wll??
75 sf
impervious
to make up
smithfinal
5,089.4 S.F.
0.12 Ac.
#809

Gmail Stockton Services <stockton752@gmail.com>

RE: 809 Ocean Boulevard and 1 9th st, Hampton

1 message

Kickham, Charlie <kickham@unitil.com> Mon, Oct 25, 2021 at 12:52 PM
To: Stockton Services <stockton752@gmail.com>
Cc: "Patterson, Timothy" <pattersont@unitil.com>, "Olson, Jeffery" <olsonj@unitil.com>

Hi Tocky,

As requested in your correspondence, we have reviewed the location of our gas mains in the subject project area. Please be advised that any information provided in this response referencing the location of Unitil gas mains and any attributes describing these facilities in the subject project area is to be considered SUE-LEVEL D data – "REFERENCE ONLY" if used to help facilitate graphic representation on your project plans.

Attached to this email is a pdf showing Unitil owned gas mains around 9th St in Hampton NH.

It is understood between Unitil Corp. and any other parties who may be provided these map drawings, that this information is "reference only" and that prior to any construction commencing on this project appropriate DigSafe ticket must be executed.

Tim Patterson (copied in this email) will be reaching out to you regarding your inquiry into the services for the requested properties.

Let me know if you need anything else or have any questions.

Thanks - Charlie

Charles Kickham

Manager, GIS & CAD

Unitil

6 Liberty Lane West

Hampton, NH 03842

T 603.773.6421 **M** 603.918.4289

The information transmitted in this e-mail is intended for the person or entity to which it is addressed and may contain confidential and/or privileged material. Electronic files transmitted are for the use and information of the intended recipient only, and are not intended as official documents issued by Unitil Service Corporation. It is the recipient's responsibility to check these files against any corresponding signed drawings and specifications issued by Unitil Service Corporation. Once transmitted, Unitil Service Corporation has no control over the use or application of these files, and assumes no responsibility or liability for their accuracy or completeness, or for any changes made to them. If you have received this e-mail in error, please reply to the sender so that we may redirect this information.

From: Stockton Services [mailto:stockton752@gmail.com]
Sent: Wednesday, October 20, 2021 14:19
To: Kickham, Charlie <kickham@unitil.com>
Subject: 809 Ocean Boulevard and 1 9th st, Hampton

Charlie,

Thank you for returning my call.

I'm glad you are still there and please let me know if you are not the right person for me to contact regarding both main and service record information.

The property I am working on (in Hampton) has two structures, a single family house with address of 809 Ocean Boulevard and a two-family smaller structure that sometimes is listed as 1 9th Street. The owner is Mary Virginia Smith.

One reason I am asking for your record information is that there might be a service line into the two-family that doesn't seem to have been marked in previous dig-safes. There is no construction planned at this time but might be in the spring; we are planning for a condominium conversion and just want to be sure of what is existing.

Hoping you can help, or direct me to the best person to dig this stuff out of the archives....

Thanks again for getting back to me.

Tocky

Anne W, Bialobrzeski
NHLLS #752
NHDES Septic Designer #348
Stockton Services
247 Landing Road (Please note PO BOX retired)
Hampton, NH 03842
603 929-7404

UnitilGasFacilities_809OceanBlvd1NinthSt_Hampton.pdf
188K

99 KINGS HWY
5 TENTH ST
1-3 TENTH ST
819 OCEAN BLVD
817 OCEAN BLVD
97 KINGS HWY
Ocean Blvd
6 NINTH ST
815 OCEAN BLVD
8 NINTH ST
4 NINTH ST
813 OCEAN BLVD
Ninth St
11 NINTH ST
7 NINTH ST
809 OCEAN BLVD
5 NINTH ST
807 OCEAN BLVD
4 EIGHTH ST
OCEAN BLVD REAR
805 OCEAN BLVD
2 EIGHTH ST
803 OCEAN BLVD
Eighth St
3 EIGHTH ST
799 OCEAN BLVD

SUE-LEVEL D data - "REFERENCE ONLY"

Valve — Gas Main
Parcels — Building

809 Ocean Blvd & 1 Ninth St
Hampton, NH
Unitil Gas Distribution System

Drawn	Date	Scale
olsonj	10/25/2021	1 inch = 30 feet 0 10 20 Feet

Unitil

N
W E
S

Disclaimer:
Unitil has prepared these maps based on best available information. Facility locations are approximate and are not suitable for engineering, designing or field location purposes. The data provided are not warranted for accuracy or completeness. Field verification is advised for all data presented on this map.

SCANNED

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. **Y-5003**

This certifies that the building (structure) located at:

809 OCEAN BLVD. (1 NINTH ST.)

This dwelling may be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY (2)	BEDROOMS	PERSONS ACCOMMODATED	Type
Lower Level 2nd Floor	2 2	4 4	Multi Family

This certificate issued to

MARY VIRGINIA SMITH
809 OCEAN BLVD.
HAMPTON, NH 03842

Conditions of Occupancy:

DATE: 11/20/2019

Scott S McDonald

Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

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First notice

Mary Smith
809 Ocean Blvd
Hampton, NH 03842

Re: 809 Ocean Blvd, Hampton NH, **Certificate of Rental Occupancy**. No rental certificate is required if this property is not a rental. Please notify this department with the status of this property.

In accordance with the Town of Hampton, Zoning Ordinance and Building Codes, Article XII Certificate of Occupancy, states:

12.1 **Existing Units:** No home, apartment, tenement, dwelling unit, hotel/motel unit, or other residential premises shall be let, rented, leased or otherwise occupied for residential purposes unless a Certificate of Rental Occupancy per 12.1.1 has been issued by the Hampton Building Department to the owner of record of that property. All residential units without a year round Certificate of Rental Occupancy may be used on a year round basis only by the owner of record, meaning to be that person or entity who is the title holder as recorded by the Rockingham County Registry of Deeds.

The above property falls under one or more of the following:

- ☐ Current Certificate of Rental Occupancy is about to expire.
- ☒ Certificate of Rental Occupancy has expired and needs to be renewed. Expired 8/3/19
- ☒ Requires a valid Certificate of Rental Occupancy in order to be rented.

First time Certificate of Rental Occupancy: $50.00 / Renewal of Certificate of Rental Occupancy: $35.00

Please contact the Building Inspector's Office **within 30 calendar days** to schedule an appointment for a Certificate of Rental Occupancy inspection. If you have any further questions, I can be reached Monday-Friday at (603) 929-5826 between the hours of 8:00 a.m. – 5:00 p.m.

Sincerely,

Scott G. McDonald
Building and Rental Housing Inspector

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809 OCEAN BLVD.

CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. Y-09-08-196

This certifies that the building (structure) located at 809 OCEAN BOULEVARD AKA 1 NINTH STREET (2 Units)

and known as Map/lot No. 197-037-001

May be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY	BEDROOMS	PERSONS ACCOMODATED	USE
1st floor unit 2nd floor unit	1st floor unit – 2 2nd floor unit - 2	1st floor unit – 4 2nd floor unit - 4	R

This certificate issued to Mary Virginia Smith

DATE 8/3/2009

Robert R. Charette

Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

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TOWN OF HAMPTON
BUILDING PERMIT
603-929-5826

15- 17818 B	10/23/2015	809 OCEAN BLVD.
PERMIT NO.	DATE	BUILDING ADDRESS

MARY VIRGINIA SMITH, 809 OCEAN BLVD. HAMPTON, NH, 03842
OWNER'S NAME, ADDRESS AND PHONE NUMBER

RONALD MEYER, PALM DR., GREENLAND, NH
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	LABOR AND MATERIALS TO REMOVE 15 OLD WINDOWS AND INSTALL 15 NEW REPLACEMENT WINDOWS CALL FOR ALL INSPECTIONS AS REQUIRED. ALL ELECTRICAL AND PLUMBING WORK TO BE DONE BY LICENSED ELECTRICIAN AND PLUMBER AFTER OBTAINING THEIR OWN PERMITS. REPLACE IN KIND ONLY, NOT TO BE INCREASED IN SIZE, SHAPE OR FOOTPRINT. ALL DEMOLITION MATERIAL TO BE CONTAINED IN A DUMPSTER OR REMOVED FROM SITE DAILY. MUST MAINTAIN EGRESS REQUIREMENTS CALL FOR FINAL INSPECTION UPON COMPLETION IN ORDER TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE BUILDING CODES & ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, AND RELATED CODES AS ADOPTED, AND IN ACCORDANCE WITH THE PLANS SUBMITTED.

Residential	$ 6000	$ 65
Commercial		

By Building Dept. _____

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit or work has been suspended for six months after commencement (IBC Section 105.5) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

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TOWN OF HAMPTON
MECHANICAL & HVAC PERMIT
603-929-5826

14-17642 B	9/28/2015	809 OCEAN BLVD. (REAR)
PERMIT NO.	DATE	BUILDING ADDRESS

JENNY SMITH, 809 OCEAN BLVD. HAMPTON, NH, 03842, 926-5193
OWNER'S NAME, ADDRESS AND PHONE NUMBER

LIGHTHOUSE P&H, PO BOX 1267, HAMPTON, NH, 03842, 926-5769
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	REPLACE GAS UNDERGROUND SWEEPS DUE TO CORROSION CALL FOR ALL INSPECTIONS AS REQUIRED. CALL FOR FINAL INSPECTION UPON COMPLETION IN ORDER TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE BUILDING & ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, AND RELATED CODES AS ADOPTED, AND IN ACCORDANCE WITH THE PLANS SUBMITTED.

Est. Construction Cost: $ 700

$ 40

By Building Dept. Milton C. Marsden Jr.

POST THIS CARD SO IT IS VISIBLE FROM STREET
APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit or work has been suspended for six months after commencement (IBC Section 105.5) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

Scanned with CamScanner

wn of Hampton **Application for Mechanical & HVAC Permit**

BUILDING ADDRESS 9th Street Unit 1 UNIT # 1 Map/Lot Number ___-___ Zone ___

BUILDING OWNER Jerry Smith Phone 926-5193

STREET 809 Ocean Blvd City Hampton State NH Zip 03842

CONTRACTOR Light house PtH Phone 926-5769

STREET PO Box 1267 City Hampton State NH Zip 03843

LICENSE #: 6FE0802626 Exp. Date: 5/31/16

TYPE OF CONSTRUCTION: NEW ___ REMODEL ___ ADDITION ___ ALTERATIONS ✓

DESCRIPTION OF PROPERTY:

☐ Commercial ☑ Single Dwelling Unit ☐ Duplex (Two dwelling units in one or more buildings) ☐ Multi-family (Three or more dwelling units in one or more buildings)

DESCRIPTION OF WHAT YOU PLAN TO DO: Replace gas underground Sweeps due to corrosion.

TYPE OF HEATING SYSTEM: Direct Vent heater

NUMBER OF ZONES: ___

TYPE OF FUEL PROPANE ___ OIL ___ NATURAL GAS ✓ OTHER ___

IF L.P TANKS: New ___ or Existing ___

ALL L.P. INSTALLATIONS WILL NEED A PERMIT FROM THE HAMPTON FIRE DEPARTMENT AS WELL.

WHERE THE PERMIT SHOULD BE MAILED? ✓ Owner ___ Contractor

Processing Fee $35 plus $5 per thousand (or any part of a thousand) of value of construction to be submitted with application.

Value of Construction: -1.23

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate, and that the cost of construction, alteration or remodeling (**including labor and materials**) is: $ 700

I agree to comply with the Town of Hampton's Building and Zoning Ordinance and all work will be constructed in accordance with the New Hampshire State Building Code, and related Codes as adopted, and in accordance with the plans submitted.

I, The Applicant, do also hereby certify that the above project shall not in any way violate any deed restrictions, right of way, or easements applicable to the property and that I, the Applicant, for myself and my heirs, successors and assigns, do hereby agree to indemnify and hold the Town of Hampton harmless in the event any such restrictions, rights of way, or easements are violated by this project.

SIGNATURE OF APPLICANT: [signature] DATE: 9/25/15

PLEASE PRINT NAME: Tom Miller

FOR DEPARTMENTAL USE ONLY

FEE $ 40 ☐ Cash ___ ☑ Check # 4783

Licensed checked Yes ☑ PH No ☐ ___

APPLICATION APPROVED (Building Official) Milton C. Marsden Jr. DATE 9/25/15

Revised 4/2014

Scanned with CamScanner

Unitil
NH GAS OPERATIONS

August 31, 2015

COPY

Jared Michael Vestos
PO Box 584
Hampton NH, 03842

Dear Customer;

This follow-up letter is to inform you that your ***piping*** located at **1 9th St. Hampton** was red tagged on **8/31/15** due to a hazardous condition caused by non-compliance with applicable safety regulations. It is unsafe to use until the following condition has been corrected. As a result, your gas service has been disconnected.

"Did not comply with original yellow tag notice issued for piping issues that needed repair and Town inspection."

The safety code pertaining to the installation of gas appliances and gas piping National Fuel Gas code N.F.P.A. 54/58, requires that the condition be remedied. Please contact a qualified contractor to make the needed repairs associated with this issue.

After repairs have been made and inspected by the local gas inspector, please contact our customer service department at 1-888-301-7700 to schedule an appointment for a follow-up inspection and reconnection of service by a Unitil technician. Appointments can be scheduled Monday – Friday 8 a.m. to 8 p.m. or Saturday 8 a.m. to 2 p.m. If you have any questions or would like to discuss this matter, please contact the gas service department at (603)294-5175.

MEDICAL EMERGENCY – If you believe that a medical emergency exists in your home due to the disconnection of service, you may have the right to reconnection of service. Please contact us at 1-888-301-7700.

IMPORTANT NOTICE – YOU'RE RIGHTS – If you wish to discuss further why this safety issue resulted in disconnection of service and must be addressed prior to reconnection, you may contact us at (603)294-5175 to request a conference with us. If you are not satisfied with our explanation, you may contact the NH Public Utilities Commission Consumer Affairs Division at 1-800-852-3793.

NH GAS OPERATIONS
325 West Road
Portsmouth, NH 03801

T 866.933.3820 www.unitil.com

Scanned with CamScanner

Unitil
NH GAS OPERATIONS

COPY

Jared Veltsos
PO Box 584
Hampton, NH 03843

Date of Notice: July 20, 2015

Account No.: **4178727/4062260**

Re: Shut Off Notice Gas Service

Date of Disconnect: **8/17/2015**

Dear Jared,

Unitil's goal is to deliver natural gas to all customers as safely and efficiently as possible. On **July 14, 2015** a Unitil technician identified and tagged the following safety issue at **1 9th Street, Hampton;**

"Per NFPA code 54; Customer gas piping is showing plastic. The case has rotted at ground level. Once repaired, it must be inspected by the Town of Hampton."

The identified safety issue must be addressed within thirty **(30) days** or your gas service or appliance will be shut off. Please contact a qualified contractor for all needed repairs associated with this issue. After repairs have been made and inspected by the local gas inspector, please contact our Customer Service Department at 1–888–301–7700 to schedule an appointment for a follow up inspection by a Unitil Technician. Appointments can be scheduled Monday – Friday 8 a.m. to 8 p.m. or Saturday 8 a.m. to 2 p.m. If you have any questions or would like to discuss this matter, please contact the gas service department at (603) 294–5175. If you do not contact us to inspect the repairs, your gas service will be disconnected on **August 17, 2015.**

MEDICAL EMERGENCY – If you believe that a medical emergency exists in your home or would exist if your service were to be disconnected, you may be protected from disconnection. Please contact us at 1–888-301–7700.

NH GAS OPERATIONS
325 West Road
Portsmouth, NH 03801

T 866.933.3820 www.unitil.com

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CERTIFICATE OF RENTAL OCCUPANCY

Town of Hampton

100 Winnacunnet Rd.
Hampton, NH 03842
603 929-5826/Fax 929-2941

Certificate of Occupancy No. Y-09-08-196

This certifies that the building (structure) located at 809 OCEAN BOULEVARD AKA 1 NINTH STREET (2 Units)

and known as Map/lot No. 197-037-001

May be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY	BEDROOMS	PERSONS ACCOMODATED	USE
1st floor unit 2nd floor unit	1st floor unit – 2 2nd floor unit - 2	1st floor unit – 4 2nd floor unit - 4	R

This certificate issued to Mary Virginia Smith

DATE 8/3/2009

Robert R. Charette

Building Official

This permit expires 10 years from issue date and must be renewed upon expiration.

Scanned with CamScanner

CERTIFICATE OF OCCUPANCY

Town of hampton
36 Winnacunnet Rd.
Hampton, NH 03842
603 926-6766/ Fax 926-6853

Certificate of Occupancy No. Y-99-06-156

This certifies that the building *(structure)* located at 809 Ocean Boulevard (2 Units)

and known as Map/lot No. 197-037-001

May be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY	BEDROOMS	PERSONS ACCOMODATED	USE
2	4	8	

This certificate issued to Mary Virginia Smith

DATE 6/30/99

1st Floor Unit - 2 bedrooms, 4OCC; 2nd Floor Unit - 2 bedrooms, 4OCC

CONDITIONS

Daniel Vincent

Building Official

This permit expires 10 years from issue date

Scanned with CamScanner

TOWN OF HAMPTON BUILDING PERMIT
603-929-5826

10-07-1001	197-037-001	7/15/2010	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT/ZONE	DATE	BUILDING ADDRESS

Vingena Smith, 809 Ocean Boulevard, Hampton, NH 03842 (603) 926-5193
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Michael Veltsos, PO Box 584, Hampton, NH 03842 (603) 231-3992
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	Install 2 new windows and 1 door CALL FOR ALL INSPECTIONS AS REQUIRED ALL DEMOLITION MATERIAL TO BE CONTAINED IN A DUMPSTER OR REMOVED FROM SITE DAILY. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE BUILDING CODES & ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, AND RELATED CODES AS ADOPTED, AND IN ACCORDANCE WITH THE PLANS SUBMITTED.

Est. Construction Cost $2500

$35 check 1759676

By Building Dept. Robert R. Charette

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

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If work not completed within one year from issue date, this permit must be renewed.

Scanned with CamScanner

Town of Hampton — Application for Building Permit

IMPORTANT: REMOVE AND READ THE ATTACHED INFORMATION; SUBMIT REQUIRED PLANS, SPECIFICATIONS AND DOCUMENTATION.

BUILDING ADDRESS 809 Ocean Blv Map/Lot Number 197 . 37 . 1 Zone ____

BUILDING OWNER Virginia Smith Phone 926 5193

Street 809 Ocean Blv. City Hampton State NH Zip 03842

CONTRACTOR Michael Veltsos Phone 231 3992

Street PO Box 584 City Hampton State NH Zip 03843

DESCRIPTION / USE OF PROPERTY: ☐ Vacant lot ☐ Single dwelling unit ☑ Duplex (Two dwelling units in one or more buildings) ☐ Multi-family (Three or more dwelling units in one or more buildings) ☐ Commercial

LEASED LAND: Is this property now or was this property ever leased land? ☐ Yes ☑ No If yes, attach a copy of the original Deed from the Town.

WETLANDS: Does the proposed project fall within the Town's 50-foot wetland buffer or the 100-foot State wetland buffer? ☐ Yes ☑ No

FLOOD ZONE: Does this property fall within a flood zone? ☐ Yes ☑ No If yes, indicate what zone ____

CONDOMINIUM ☐ YES ☑ NO If yes, provide documentation of Association's assent to proposed project.

TYPE OF CONSTRUCTION: NEW ☐ REMODEL ☑ ADDITION ☐ FENCE ☐ POOL ☐ OTHER ☐

DESCRIPTION OF PROPOSED PROJECT: to remove Rolt on the right side of House 4' From ground Leve By 24" Long install to New window & 1 Dexton Door

WHERE SHOULD THE PERMIT BE MAILED? ____Owner ✓ Contractor

I agree to comply with the Town of Hampton's Building and Zoning Ordinance and all work will be constructed in accordance with the New Hampshire State Building Code, and related Codes as adopted, and in accordance with the plans submitted.

I, the Applicant, do also hereby certify that the above project shall not in any way violate any deed restrictions, rights of way, or easements applicable to the property and that I, the Applicant, for myself and my heirs, successors and assigns, do hereby agree to indemnify and hold the Town of Hampton harmless in the event any such restrictions, rights of way, or easements are violated by this project.

Value of construction

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate, and that the cost of construction, alteration or remodeling (including labor and materials) is: $ 2500

SIGNATURE OF APPLICANT [signature] DATE 7 / 9 / 10

FOR DEPARTMENTAL USE ONLY

FEE $ 35 ☐ Cash ____ ☐ Check # 17596762255

Zoning Board Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Planning Board Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Fire Department Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Conservation Board Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Deed Restrictions:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)

APPLICATION APPROVED (Building Official) Robert R. Charette DATE 7 / 14 / 10

Revised 2/2008

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TOWN OF HAMPTON
MECHANICAL & HVAC PERMIT
603-929-5826

11-03-0227M	197-037-001	3/24/2011	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT	DATE	BUILDING ADDRESS

Michael Veltsos, 809 Ocean Boulevard, Hampton, NH 03842 (603) 231-3992
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Hart Plumbing & Heating, 35 Riverside Drive, Greenland, NH 03840 (603) 431-8688
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	Gas piping repair due to leak CALL FOR ALL INSPECTIONS AS REQUIRED. ALL GAS PIPING & INSTALLATION WORK TO BE DONE BY NEW HAMPSHIRE LICENSED GAS FITTER AFTER OBTAINING THEIR OWN PERMIT. ANY AND ALL GAS PIPING TO BE PRESSURE TESTED AND INSPECTED. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT

ALL WORK MUST COMPLY WITH THE BUILDING & ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, AND RELATED CODES AS ADOPTED, AND IN ACCORDANCE WITH THE PLANS SUBMITTED.

Residential
Commercial

$500
Est. Construction Cost

$30 check 4220

By Building Dept. _____

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit or work has been suspended for six months after commencement (IBC Section 105.5) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

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CERTIFICATE OF OCCUPANCY

Town of hampton
36 Winnacunnet Rd.
Hampton, NH 03842
603 926-6766/ Fax 926-6853

Certificate of Occupancy No. Y-99-06-156

This certifies that the building *(structure)* located at 809 Ocean Boulevard (2 Units)

and known as Map/lot No. 197-037-001

May be occupied in accordance with the provisions of the Building Code of the Town of Hampton as hereinafter specified.

STORY	BEDROOMS	PERSONS ACCOMODATED	USE
2	4	8	

This certificate issued to Mary Virginia Smith

DATE 6/30/99

1st Floor Unit - 2 bedrooms, 4OCC; 2nd Floor Unit - 2 bedrooms, 4OCC

CONDITIONS

Daniel Vincent

Building Official

This permit expires 10 years from issue date

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Town of Hampton

Application for Building Permit

IMPORTANT: REMOVE AND READ THE ATTACHED INFORMATION, SUBMIT REQUIRED PLANS, SPECIFICATIONS AND DOCUMENTATION.

BUILDING ADDRESS 509 Ocean Boulevard Map/Lot Number R7 037 001 Zone ____

BUILDING OWNER Mary Virginia Smith Phone 603 926 5793

Street 509 Ocean Boulevard City Hampton State NH Zip 03842

CONTRACTOR Michael Veloso Phone 603 231 3492

Street Hampton 503 Ocean City Hampton State NH Zip 03842

DESCRIPTION / USE OF PROPERTY: ☐ Vacant lot ☐ Single dwelling unit ☑ Duplex (Two dwelling units in one or more buildings) ☐ Multi-family (Three or more dwelling units in one or more buildings) ☐ Commercial

LEASED LAND: Is this property now or was this property ever leased land? ☐ Yes ☐ No If yes, attach a copy of the original Deed from the Town.

WETLANDS: Does the proposed project fall within the Town's 50-foot wetland buffer or the 100-foot State wetland buffer?
☐ Yes ☐ No

FLOOD ZONE: Does this property fall within a flood zone? ☐ Yes ☐ No If yes, indicate what zone ____

CONDOMINIUM ☐ YES ☐ NO If yes, provide documentation of Association's assent to proposed project

TYPE OF CONSTRUCTION: NEW ☐ REMODEL ☑ ADDITION ☐ FENCE ☐ POOL ☐ OTHER ☐

DESCRIPTION OF PROPOSED PROJECT: New Slider or New Deck
New 6x9 Deck all pt with 12 Stairs
Back Unit

WHERE SHOULD THE PERMIT BE MAILED? U Owner ____ Contractor

I agree to comply with the Town of Hampton's Building and Zoning Ordinance and all work will be constructed in accordance with the New Hampshire State Building Code, and related Codes as adopted, and in accordance with the plans submitted.
I, the Applicant, do also hereby certify that the above project shall not in any way violate any deed restrictions, rights of way, or easements applicable to the property and that I, the Applicant, for myself and my heirs, successors and assigns, do hereby agree to indemnify and hold the Town of Hampton harmless in the event any such restrictions, rights of way, or easements are violated by this project.

Value of construction

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate, and that the cost of construction, alteration or remodeling (including labor and materials) is: $ 4200

SIGNATURE OF APPLICANT Michael Veloso DATE 6 / 8 / 07

FOR DEPARTMENTAL USE ONLY

FEE $45 ☐ Cash ____ ☑ Check # 1176

Zoning Board Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Planning Board Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Fire Department Approval Required:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Conservation Board Approval Required	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)
Deed Restrictions:	Yes ☐ ____	No ☐ ____	Received ☐ ____ (Signed)

APPLICATION APPROVED (Building Official) ____ DATE ____ / ____ / ____

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TOWN OF HAMPTON BUILDING PERMIT

603-929-5826

07-06-0658	197-037-001	6/7/2007	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT/ZONE	DATE	BUILDING ADDRESS

Mary Virginia Smith, 809 Ocean Boulevard, Hampton, NH 03842 (603) 926-5193
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Michael Veltsos, PO Box 584, Hampton, NH 03843 (603) 231-9392
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	Rebuilding existing lower porch REBUILD EXISTING LOWER PORCH ONLY. CALL FOR ALL INSPECTIONS AS REQUIRED ALL ELECTRICAL AND PLUMBING WORK TO BE DONE BY LICENSED ELECTRICIAN AND PLUMBER AFTER OBTAINING THEIR OWN PERMITS. REPLACE IN KIND ONLY, NOT TO BE INCREASED IN SIZE, SHAPE OR FOOTPRINT. ALL DEMOLITION MATERIAL TO BE CONTAINED IN A DUMPSTER OR REMOVED FROM SITE DAILY. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, INCLUDING THE INTERNATIONAL BUILDING CODE 2000, THE INTERNATIONAL PLUMBING CODE 2000, THE INTERNATIONAL MECHANICAL CODE 2000, THE INTERNATIONAL ENERGY CONSERVATION CODE 2000, AS WELL AS THE INTERNATIONAL RESIDENTIAL BUILDING CODE 2000, THE NATIONAL ELECTRICAL CODE 2002, AND THE NFPA LIFE SAFETY CODE AS CURRENTLY ADOPTED BY THE TOWN OF HAMPTON.

Est. Construction Cost $14000 $90 check 1106

By Building Dept. Milton C. Marsden Jr.

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit (Boca Section 108.0) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

Scanned with CamScanner

07-06-0658

Town of Hampton

Application for Building Permit

IMPORTANT: REMOVE AND READ THE ATTACHED INFORMATION; SUBMIT REQUIRED PLANS, SPECIFICATIONS AND DOCUMENTATION.

BUILDING ADDRESS 809 Ocean Boulevard Map/Lot Number 197.037.001 Zone ____

BUILDING OWNER Mary Virginia Smith Phone 603 926 5193

Street same City ____ State ____ Zip ____

CONTRACTOR Michael Veltsos Phone 603 231 3992

Street Po Box 584 City Hampton State NH Zip 03843

DESCRIPTION / USE OF PROPERTY: ☐ Vacant lot ☐ Single dwelling unit ☐ Duplex (Two dwelling units in one or more buildings) ☐ Multi-family (Three or more dwelling units in one or more buildings) ☐ Commercial

LEASED LAND: Is this property now or was this property ever leased land? ☐ Yes ☐ No If yes, attach a copy of the original Deed from the Town.

WETLANDS: Does the proposed project fall within the Town's 50-foot wetland buffer or the 100-foot State wetland buffer? ☐ Yes ☐ No

FLOOD ZONE: Does this property fall within a flood zone? ☐ Yes ☐ No If yes, indicate what zone ____

CONDOMINIUM ☐ YES ☐ NO If yes, provide documentation of Association's assent to proposed project

TYPE OF CONSTRUCTION: NEW ☐ REMODEL ☑ ADDITION ☐ FENCE ☐ POOL ☐ OTHER ☐

DESCRIPTION OF PROPOSED PROJECT: tear out Frist Floor Pouch put Back the same New 3½ steel Lollys Rear pair Secound Floor pouch New windows Doors wood Insatlion

Amend Permit 07-05-0533

WHERE SHOULD THE PERMIT BE MAILED? ☑ Owner ☐ Contractor

I agree to comply with the Town of Hampton's Building and Zoning Ordinance and all work will be constructed in accordance with the New Hampshire State Building Code, and related Codes as adopted, and in accordance with the plans submitted.

I, the Applicant, do also hereby certify that the above project shall not in any way violate any deed restrictions, rights of way, or easements applicable to the property and that I, the Applicant, for myself and my heirs, successors and assigns, do hereby agree to indemnify and hold the Town of Hampton harmless in the event any such restrictions, rights of way, or easements are violated by this project.

TO REBUILD EXISTING LOWER PORCH ONLY.

Value of construction #1 #2 #6 #7 #23

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate, and that the cost of construction, alteration or remodeling (including labor and materials) is: $ 14,000

SIGNATURE OF APPLICANT Mich Velt DATE 5 / 30 / 07

FOR DEPARTMENTAL USE ONLY

FEE $ 90 ☐ Cash ____ ☒ Check # 1106

Zoning Board Approval Required:	Yes ☐ ____	No ☑ ____	Received ☐ ____ (Signed)
Planning Board Approval Required:	Yes ☐ ____	No ☑ ____	Received ☐ ____ (Signed)
Fire Department Approval Required:	Yes ☐ ____	No ☑ ____	Received ☐ ____ (Signed)
Conservation Board Approval Required:	Yes ☐ ____	No ☑ ____	Received ☐ ____ (Signed)
Deed Restrictions:	Yes ☐ ____	No ☑ ____	Received ☐ ____ (Signed)

APPLICATION APPROVED (Building Official) Milon C. Marsden Jr. DATE 5, 31, 07

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TOWN OF HAMPTON
MECHANICAL & HVAC PERMIT
603-929-5826

03-08-1034M	197-034-001	8/6/2003	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT	DATE	BUILDING ADDRESS

Virginia Smith, 809 Ocean Boulevard, Hampton, NH 03842 (603) 926-5193
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Clem's Plumbing & Heating, 1 Beechhill Road, Exeter, NH 03833 (603) 332-4589
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	Gas pipe work CALL FOR ALL INSPECTIONS AS REQUIRED ANY AND ALL GAS PIPING TO BE PRESSURE TESTED AND INSPECTED. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.

ALL MECHANICAL WORK TO CONFORM TO 1993 NATIONAL BOCA MECHANICAL CODE.

Residential
Commercial

$100.00

$30.00 check 13644

Est. Construction Cost

By Building Dept. Milon C. Marsden Jr.

POST THIS CARD SO IT IS VISIBLE FROM STREET
APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

INSPECTIONS

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit (Boca Section 108.0) and no refunds will be given.
If work is not completed within one year from issue date, this permit must be renewed.

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TOWN OF HAMPTON BUILDING PERMIT
603-929-5826

07-05-0533	197-037-001	5/21/2007	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT/ZONE	DATE	BUILDING ADDRESS

Mary Virginia Smith, 809 Ocean Boulevard, Hampton, NH 03842 (603) 926-5193
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Owner, , ,
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	10 replacement windows CALL FOR ALL INSPECTIONS AS REQUIRED ALL DEMOLITION MATERIAL TO BE CONTAINED IN A DUMPSTER OR REMOVED FROM SITE DAILY. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, INCLUDING THE INTERNATIONAL BUILDING CODE 2000, THE INTERNATIONAL PLUMBING CODE 2000, THE INTERNATIONAL MECHANICAL CODE 2000, THE INTERNATIONAL ENERGY CONSERVATION CODE 2000, AS WELL AS THE INTERNATIONAL RESIDENTIAL BUILDING CODE 2000, THE NATIONAL ELECTRICAL CODE 2002, AND THE NFPA LIFE SAFETY CODE AS CURRENTLY ADOPTED BY THE TOWN OF HAMPTON.

Est. Construction Cost $2000

$35 check 405

By Building Dept. Robert K. Charette

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

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This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit (Boca Section 108.0) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

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TOWN OF HAMPTON
ELECTRIC PERMIT
603-929-5826

07-06-0675 E	197-037-001	6/13/2007	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT	DATE	BUILDING ADDRESS

Virginia Smith, , ,
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Parsons Electric Co. Inc., PO Box 568, Hampton, NH 03843 (603) 926-2923
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	Rewire rear porch **CALL FOR ALL INSPECTIONS AS REQUIRED.** **CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.**
UNITIL WORK ORDER #	

ALL WORK TO COMPLY WITH THE ZONING ORDINANCE OF THE TOWN OF HAMPTON, AND ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, INCLUDING THE INTERNATIONAL BUILDING CODE 2000, THE INTERNATIONAL PLUMBING CODE 2000, THE INTERNATIONAL MECHANICAL CODE 2000, THE INTERNATIONAL ENERGY CONSERVATION CODE 2000, AS WELL AS THE INTERNATIONAL RESIDENTIAL BUILDING CODE 2000, THE NATIONAL ELECTRICAL CODE 2002, AND THE NFPA LIFE SAFETY CODE AS CURRENTLY ADOPTED BY THE TOWN OF HAMPTON.

Residential Commercial	$750	$30 check 6321

By Building Dept. Robert R. Charette

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

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This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit (Boca Section 108.0) and no refunds will be given.
If work is not completed within one year from issue date, this permit must be renewed.

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07-06-0675

Town of Hampton 809 Ocean Blvd Application for Electrical Permit

BUILDING ADDRESS ~~Virginia~~ 1 9th St. Map & Lot Number 197-037-001

BUILDING OWNER Virginia Smith Phone

Street City State Zip

CONTRACTOR

Mailing Address:

NAME Parsons Electric Co. Inc. Phone 926-2923

Street PO Box 568 City Hampton State NH Zip 03843

LICENSE # 7210 Exp. Date 4/10

TYPE OF CONSTRUCTION: NEW ____ REMODEL ____ ADDITION ____ ALTERATIONS X

DESCRIPTION OF PROPERTY: ☐ Commercial ☐ Single dwelling unit ☒ Duplex (Two dwelling units in one or more buildings) ☐ Multi-family (Three or more dwelling units in one or more buildings)

DESCRIPTION OF WHAT YOU PLAN TO DO: Rewire rear porch.

UNITIL WORK ORDER NUMBER:

TYPE OF SERVICE: 120/240 Single Phase ☐ 120/208 Three Phase ☐ Other

SERVICE SIZE: 100 AMP ☐ 200 AMP ☐ Other

NUMBER OF CIRCUITS:

WHERE SHOULD THE PERMIT BE MAILED? ____ Owner X Contractor

I agree to comply with the Town of Hampton's Building and Zoning Ordinance and all work will be constructed in accordance with the New Hampshire State Building Code, and related Codes as adopted, and in accordance with the plans submitted.

Processing Fee $25 plus $5 per thousand (or any part of a thousand) of value of construction to be submitted with application.

Value of construction

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate, and that the cost of construction, alteration or remodeling (including labor and materials) is: $ 750.00

SIGNATURE OF APPLICANT J. Parsons DATE 6/8/07

FOR DEPARTMENTAL USE ONLY

FEE $ 30 ☐ Cash ____ ☒ Check # 6321

License checked Yes ☐ ____ No ☐ ____

APPLICATION APPROVED (Building Official) Robert K. Charette (Signed) DATE 6/8/07

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TOWN OF HAMPTON BUILDING PERMIT
603-929-5826

07-07-0949	197-037-001	7/30/2007	809 OCEAN BOULEVARD
PERMIT NO.	MAP/LOT/ZONE	DATE	BUILDING ADDRESS

Mary Virginia Smith, 809 Ocean Boulevard, Hampton, NH 03842 (603) 231-3992
OWNER'S NAME, ADDRESS AND PHONE NUMBER

Michael Veltsos, 803 Ocean Boulevard, Hampton, NH 03842 (603) 231-3992
CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER

COMMENTS:	2 replacement windows in kitchen, deck repair rails on left side of house, repair front enclosed porch, repair siding on back house, build closet in kitchen. CALL FOR ALL INSPECTIONS AS REQUIRED REPLACE IN KIND ONLY, NOT TO BE INCREASED IN SIZE, SHAPE OR FOOTPRINT. ALL DEMOLITION MATERIAL TO BE CONTAINED IN A DUMPSTER OR REMOVED FROM SITE DAILY. CALL FOR FINAL INSPECTION UPON COMPLETION TO CLOSE PERMIT.

ALL WORK MUST COMPLY WITH THE ZONING ORDINANCE OF THE TOWN OF HAMPTON. ALL WORK WILL BE CONSTRUCTED IN ACCORDANCE WITH THE NEW HAMPSHIRE STATE BUILDING CODE, INCLUDING THE INTERNATIONAL BUILDING CODE 2000, THE INTERNATIONAL PLUMBING CODE 2000, THE INTERNATIONAL MECHANICAL CODE 2000, THE INTERNATIONAL ENERGY CONSERVATION CODE 2000, AS WELL AS THE INTERNATIONAL RESIDENTIAL BUILDING CODE 2000, THE NATIONAL ELECTRICAL CODE 2002, AND THE NFPA LIFE SAFETY CODE AS CURRENTLY ADOPTED BY THE TOWN OF HAMPTON.

Est. Construction Cost $2000

$35 check 1159

By Building Dept. Robert R. Charette

POST THIS CARD SO IT IS VISIBLE FROM STREET

APPLICANT TO CALL FOR INSPECTIONS AS REQUIRED AND UPON COMPLETION OF WORK

The issuance of this permit represents merely an opinion by the issuing agent that all applicable legal requirements have been met. The Town cannot and does not make any warranties as to safety or as to compliance with applicable legal requirements.

This permit expires one year from issue date.
Permit shall become invalid if work has not commenced within six months after issuance of permit (Boca Section 108.0) and no refunds will be given.
If work not completed within one year from issue date, this permit must be renewed.

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Town of Hampton
APPLICATION FOR PLUMBING, MECHANICAL & HVAC

98-10-11064P

809 Ocean Blvd.

BUILDING ADDRESS ~~1-9th Street~~ Map and Lot Number R1-037-001

BUILDING OWNER V. Smith / W. Carrow Owners Mailing Address Street 809 Ocean Blvd

City Hampton

State NH Zip 03842

Phone 603-926-5193

CONTRACTOR

NAME Aerie's Mailing Address Street P.O Box 1101

City Seabrook

State NH Zip 03874

LICENSE # _____ Exp. Date _____

Phone 603-474-1018

WHERE SHOULD THE PERMIT BE MAILED? ✓ Owner ____ Contractor

I paid 10/5/98

CK 187

TYPE OF CONSTRUCTION: NEW ✓ REMODEL ____ ADDITION ____ ALTERATIONS ____
DEMOLITION ____ SIGN ____ FENCE ____

DESCRIPTION OF WHAT YOU PLAN TO DO: Install gas heater on Sun porch

I agree to comply with the Zoning Ordinance of the Town of Hampton, and all work will be constructed in accordance with the BOCA Basic Building Code: the New Hampshire Plumbing Code; the National Electrical Bode, and the NFPA Life Safety Code.

I agree to give the Building Inspector twenty-four (24) hours notice to inspect before any rough wiring, rough plumbing or chimney is covered, and to notify the inspector upon completion of the job.

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate to the best of my knowledge, and that the cost of construction, alteration or remodeling (including labor and materials is:

$1800.00

ARE YOU IN A FLOOD ZONE? YES ____ NO ____ IF YES, WHAT ZONE ____

DATE 20 Oct, 98 SIGNED W Carrow

FEE 25.00

ISSUING AGENT EJ Hamilton

PERMIT ISSUED _____

Fees of $5. per thousand (or any part of a thousand) to be submitted with application. Minimum fee $25.

PERMITS EXPIRE ONE YEAR FROM ISSUE DATE

Carrow $25.00 #187

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APPLICATION FOR BUILDING PERMIT

PLEASE ATTACH PLANS AND SPECIFICATIONS

pick-up

197-37 new ~~197-37~~

Mary Virginia Smith 809 Ocean Blvd 926-5193

OWNER MAILING ADDRESS TEL. #

S/A

BUILDING ADDRESS

TYPE OF CONSTRUCTION: NEW ✓ REMODEL ____ ADDITION ____

ALTERATIONS ____ DEMOLITION ____ SIGN ____ FENCE ____

DESCRIPTION OF WHAT YOU PLAN TO DO 10 X 11 deck south side of front dwelling

I agree to comply with the Zoning Ordinance of the Town of Hampton, and all work will be constructed in accordance with the BOCA Basic Building Code; the BOCA Plumbing Code; and the National Electrical Code.

I agree to give the Building Inspector twenty-four (24) hours notice to inspect before any rough wiring, rough plumbing or chimney is covered, and to notify the inspector upon completion of the job.

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate to the best of my knowledge, and that the cost of construction, alteration or remodeling (including labor and materials) is $ 1,500.00.

DATE 6-19-87 SIGNED Mary Virginia Smith

FEE $ 7.00

372 P

PERMIT

TOWN OF HAMPTON, N.H. 197-037-001

Date 6-22-87 19__

Granted to Mary Virginia Smith

Address 809 Ocean Blvd PHONE: 926-5193

Located at

Map & Lot 197-37 New

Permit to construct a 10'x11' deck

Conditions BOCA Basic Bldg Code

NDG 7/9/87 - Stair rail to be installed

7/28/87 - No change

9-8-87 - Final

Relief from Article I, 1.3 granted by ZBA on 6-18-87

Value [illegible]

Fee [illegible]

Expiration Date 6-22-88

Granting Authority [signature]

Title

Contact this office, 926-6766, for Rough and Final Inspections.

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APPLICATION FOR BUILDING PERMIT

Rail...

#63-87

old map 123-383

The Town of Hampton
NEW HAMPSHIRE
03842

TOWN OFFICE
136 WINNACUNNET ROAD
603-926-6766

ZONING BOARD OF ADJUSTMENT

PETITION FOR PUBLIC HEARING

Owner Mary Virginia Smith Address 809 Ocean Blvd

Option Holder

Property Address S/A Map 197 Lot 037

Appeal for Variance ✓ Special Exception ____ Administrative Decision ____

Article(s) # I, 1.3

Description of Appeal Construct 11' by 10' deck which does not meet lot line set back. The deck will not extend out than existing house. The deck would be located on the south side

Abutters

Name	Mailing Adress
Paul Cowette	191 Whitford St, Manchester, WH 03104
Constane Kuzmier	P.O. Box 53, Kensington St, Hampton Falls, NH 03844
Marion Hurely	807 Ocean Blvd Hampton, NH 03842

List additional abutters on a separate sheet of paper.

Date 5-12-87 Signed Mary Virginia Smith

DO NOT FILL IN BELOW THIS LINE

Petition Granted 5-0 Petition Not Granted ____

Conditions upon which petition (not) granted ____

June 18, 1987
Date

Henry J. Stone
Chairman

Wendell C. King
Clerk

Scanned with CamScanner

APPLICATION FOR BUILDING PERMIT

Pickup
197-37-1

PLEASE ATTACH PLANS AND SPECIFICATIONS

Mary Virginia Smith 809 Ocean Blvd 926-5193

OWNER MAILING ADDRESS TEL. #

BUILDING ADDRESS

TYPE OF CONSTRUCTION: NEW ____ REMODEL ✓ ADDITION ____

ALTERATIONS ____ DEMOLITION ____ SIGN ____ FENCE ____

DESCRIPTION OF WHAT YOU PLAN TO DO Replace 34 windows, 3 doors, 2 sky lights 22x47 inch

I agree to comply with the Zoning Ordinance of the Town of Hampton, and all work will be constructed in accordance with the BOCA Basic Building Code; the BOCA Plumbing Code; and the National Electrical Code.

I agree to give the Building Inspector twenty-four (24) hours notice to inspect before any rough wiring, rough plumbing or chimney is covered, and to notify the inspector upon completion of the job.

I hereby certify, under penalty of perjury, that all statements given hereon are truthful and accurate to the best of my knowledge, and that the cost of construction, alteration or remodeling (including labor and materials) is $ 10,000.00.

DATE 5-13-87 SIGNED M. Virginia Smith

FEE $ 35.00 - Pd. - Cash

254 P

PERMIT

TOWN OF HAMPTON, N.H.

Date 5-14-87 19__

197-037-001

Granted to Mary V. Smith

Address 809 Ocean Blvd PHONE: 926-5193

Located at same 5/24 Not started

Map & Lot 197-37 NEW 7/9/87 - one door to install - 95% Comp

Permit to Alterations to windows, exterior doors, and roof windows

Conditions BOCA Basic Bldg Code 7/20/87 No change

9-8-87 - Final ✓

Value $10,000.

Fee $35.00

Expiration Date 5-14-88

Granting Authority Ray P. Hutchinson

Title

Contact this office, 926-6766, for Rough and Final Inspections.

Scanned with CamScanner

(181)

APPLICATION FOR BUILDING PERMIT

NAME WALTER SMITH ADDRESS _____

BUILDING ADDRESS 809 OCEAN B ZONE _____ SUB-DIVISION _____

TYPE OF CONSTRUCTION: new _____ remodel _____ addition _____ alteration _____

Do you have plans and specifications? yes _____ no _____ NEW VINYL SIDING REBUILD BACK PORCH OVER

SIZE OF LOT: frontage _____ depth _____ total sq. feet _____

If less than 100 ft. frontage has adjustment board approved? yes _____ no _____

If less than 10,000 sq. ft. has adjustment board approved? yes _____ no _____

SIZE OF BUILDING: length _____ width _____ total sq. ft. _____

Distance building from front line _____ side lines _____ rt _____ lf _____

NUMBER OF ROOMS: ____ baths ____ garage ____ breezeway ____ porch ____ recreation room ____

OCCUPANCY: single family ____ two family ____ apartment ____ store ____ theatre ____ hotel ____ motel ____ if hotel or motel, how many units ____ offices ____ warehouse ____ garage ____ gas station ____ other _____ 123-383-01

FOUNDATION: concrete ____ block ____ brick ____ stone ____ piers ____ celler area, full ____ ¼ ____ ½ ____ ¾ ____ no cellar ____ other _____

✓ EXTERIOR WALLS: clapboard ____ wide siding ____ drop siding ____ wood shingles ____ asbestos shingles ____ stucco on frame ____ stucco on tile or wire ____ brick veneer ____ solid brick ____ stone veneer ____ concrete ____ block ____ VINYL SIDING

ROOFING: asphalt shingles ____ asbestos shingles ____ slate ____ tile ____ metal ____ tar & gravel ____ built up ____ roll roofing ____ other _____

INSULATION: side walls ____ ceiling ____ roof ____ cap ____ other _____

FLOORS: basement _____ living room _____ dining room _____ bed rooms _____ kitchen _____ baths _____ breezeway _____ recreation room _____

INTERIOR FINISH: plaster ____ sheetrock ____ knotty pine ____ tile ____ type ____ recreation room finish ____ paneling _____ fireplace ____ how many? _____

HEATING: pipeless ____ hot air ____ forced hot air furnace ____ steam ____ hot water ____ no heating ____ gas burner ____ oil burner ____ stoker ____

PLUMBING: bathroom ____ toilet room ____ kitchen sink ____ automatic washer ____ disposal ____ laundry tubs ____ domestic hot water ____ type, gas or electric ____

ELECTRICAL: _____

SEWAGE: town ____ septic tank ____ WATER: town ____ well ____

STREET: paved ____ improved ____ dirt ____ sidewalk ____

I hereby agree to comply with the Zoning Ordinance passed by the Town of Hampton at the annual meeting held Tuesday, March 8, 1949 and any amendments passed since that time. Also to comply with the State of New Hampshire plumbing Code, the National Electrical Code and National Building Code.

I agree to give the building inspector twenty-four hours notice to inspect before any rough wiring, rough plumbing or chimney is covered with wall material, also to notify inspector on completion of job.

I hereby certify, under penalties of perjury, that the estimated cost of construction, alteration, or remodeling (including labor and materials) is $ 4000.00 SIDING
1000 PORCH — NO FEE
5000

Fee $14.00 paid

Date 5/4/78 Signed Walter J Smith

Permit Issued 5/10/78 Number 181 By JM

(181) P/

PERMIT

TOWN OF HAMPTON, N.H.

Date 5/10 19 78

Granted to WALTER SMITH

Address 809 OCEAN BOULEVARD

Located at HAMPTON

Map & Lot 123-383-01

Permit to INSTALL VINYL SIDING, REPAIR PORCH

Conditions NATIONAL BUILDING CODE

PORCH TO BE REBUILT (1000.00) TO SAME DIMENSIONS BEFORE STORM
NOTIFY THIS OFFICE FOR FINAL INSPECTION

Value $5000.00 ($4000.00 FOR SIDING)

Fee $14.00 paid

Expiration Date 5/10/79

Granting Authority Jack E Merlock

Title

Scanned with CamScanner

said the [illegible] instruction booklet if there was a plan to put them on the roof. be installed next to trees. He asked

Atty. Allison said it is not a feasible situation.

Mr. Ring felt the first concern was fire safety. They are blocking access to the building in the rear.

Mr. True said he sees alternatives, and Mr. Lonergan and Mrs. Williams agreed.

Wendell Ring MOVED to deny the petition as it is not in the spirit and intent of the ordinance to put things in the setbacks, it is against the public interest as it would be detrimental to fire protection and no hardship has been proven.

VOTE: 5 in favor to deny the petition. (Unanimous)

ETITION NOT GRANTED

.87

Mary Virginia Smith - 809 Ocean Blvd.

The Clerk read the petition into the record. Mary Virginia Smith was present. She is requesting a variance from Art. 1.3, expansion of a non-conforming use to allow the construction of a 10' x 11' deck on the south side of the front dwelling.

Miss Smith said she had a building permit for windows which are being worked on now. There is an existing deck on the back of her house. The new deck will not go out any further than the existing house.

Dr. Stonie clarified that the deck entered from a porch.

Joseph Hurley, 807 Ocean Blvd., spoke in favor of the petition, he felt he would be the only one to see it.

Paul Cowan, 813 Ocean Blvd., also spoke in favor of the petition.

Neal Gadwah asked the location of the stairs, and Ms. Smith explained that they will go on the south.

Kevin Lonergan MOVED to approve the petition.

Wendell Ring SECONDED

VOTE: 5 in favor to grant the petition (Unanimous)

ETITION GRANTED

-87

Richard and Beatrice Violette - 185 King's Highway

The Clerk read the petition into the record. Richard and Beatrice Violette were present.

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